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VOL. XLII., No. 31.
The Solicitors' Journal and Reporter.
LONDON, JUNE 4, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

MR. ALFRED YOUNG has been appointed County Court Judge for Circuit No. 25 (Wolverhampton and District) in the place of Judge GRIFFITH resigned. Mr. YOUNG, who was called to the bar in 1858, is a member of the Oxford Circuit and Recorder of Gloucester.

THE IMPORTANT judgment delivered by the Court of Appeal in *Re Olympia (Limited)* proceeds upon the two principles—(1) that to enable promoters of a company to retain a profit on the ground that they have disclosed it in the prospectus, it is essential that the disclosure should be actual and not constructive—that is, the fact of the profit being made must appear upon the prospectus, and must not be merely ascertainable from documents referred to in the prospectus; and (2) a company is not necessarily bound by a contract which has been entered into by the directors pursuant to the articles of association if the directors do not form an independent board. In *Re Olympia (Limited)* property was, in the hands of a former company, subject to debentures for £100,000 and to a mortgage for £10,000, and its value was not sufficient to pay off these charges with arrears of interest in full. A scheme was formed for purchasing the debentures and mortgage at less than their nominal value, and for purchasing the property at a price sufficient to pay off the incumbrances in full, and then for re-selling to a new company at a profit. The promoters would thus secure a double profit, first on the purchase of the debentures, and next on the resale to the new company. A syndicate was formed to carry out the scheme and part of the debentures and the whole of the mortgage were purchased. The mortgage was bought for £500, and it realized over £6,000; £27,220 was given for debentures which realized ultimately over £42,000. On the transaction, therefore, there was a profit of some £20,000. On the resale of the property to the new company there was a further profit of £40,000, the property being purchased for £140,000 and sold for £180,000. The latter profit was fully disclosed in the prospectus issued on the formation of the new company, and in the present proceedings no attempt has been made to recover it, but the former profit could only be discovered by following up inquiries suggested in the prospectus, and it was claimed that as to this the promotors were liable to refund.

THE CONTRACT for the resale of the property was entered into between trustees for the syndicate and a trustee for the intended company, and, among other provisions, it contained a clause that its validity should not be impeached on the ground that the vendors, as promoters or otherwise, stood in a fiduciary relation to the company, nor should they be required to account for any profit made by the purchase of any of the debentures or of any other charges on the property of the old company. The new company was formed for the express object of carrying into effect this agreement, and the articles provided that the directors should adopt it with such modifications (if any) as might be agreed upon. The capital was to be £155,000 in £5 shares, which, with £70,000 to be raised by debentures, would give the purchase price of £180,000 and leave £45,000 for working capital. As mentioned above, the prospectus stated specifically the profit made by the syndicate on the resale; moreover it referred to the agreement for sale to the trustee for the new company. But it did not give any hint that such agreement contained a clause securing to the syndicate the profit on the purchase of the debentures, and an intending subscriber consequently could only have discovered that such profit was being made by examining the contract itself. According to the decisions hitherto, it seems to be correct to say that, in the absence of fraud, a reference in a prospectus to a document is effectual to give notice of its contents, assuming, of course, that the document is offered for inspection (*New Sombrero Co.* v. *Erlanger*, 5 Ch. D. p.111; *Hallows* v. *Fernie*, 3 Ch. p. 477). In the present case, however, the Court of Appeal held that the reference to the contract did not constitute sufficient disclosure of its contents, and in the case of profits made by persons in a fiduciary position to the company it will be necessary henceforth for the profits to be justified solely by what appears upon the prospectus. The case was made stronger against the promoters by the fact of the profit on the resale being specifically mentioned, it being a natural inference that no other profit was being made. But though there was no sufficient disclosure to subscribers, it was still possible to argue that there was disclosure to the company which would be a bar to proceedings taken in the name of the company. The contract was adopted by the directors, who, of course, were aware of its contents and were aware, therefore, of the profit which was being made on the purchase of the debentures. But this knowledge the Court of Appeal refused under the circumstances to impute to the company. The directors, in fact, knew too much. They knew of the profits not only because the contract was brought before them as directors, but because they were themselves to share in them as members of the syndicate. Where it is a question of securing profits for a promoter it requires more than the mere knowledge of directors to bind the company. The directors must also form an independent body and with independent minds assent to the transaction. In the result, accordingly, the share of the £20,000 which was in question in the present proceedings was ordered to be refunded.

A NEW and very serious burden would be imposed upon trustees if any extension were given to the principle under which retired trustees can be made liable for breaches of trust committed by the new trustees, but fortunately no hint of any such extension is contained in the judgment of KEKEWICH, J., in *Head* v. *Gould*. It is clear that where a trustee who refuses to commit a breach of trust retires from the trust for the purpose of enabling a trustee who will commit the breach of trust to be appointed, and the new trustee in fact does commit that specific breach of trust, then the old trustee as well as the new trustee is liable (*Palairet* v. *Carew*, 32 Beav., p. 568; *Webster* v. *Le Hunt*, 9 W. R. 918). It has been suggested that this result depends on the doctrine of agency, and that the old trustee is to be treated as authorizing the committing of the breach of trust by the new trustee; but this is not strictly correct, for at the time when the breach of trust is actually committed it cannot be supposed that there is any relationship of principal and agent between the old and the new trustee. The new trustee is himself the principal so far as relates to the trust estate then in his hands. In *Head* v. *Gould* KEKEWICH, J., has proposed as a safer ground for the rule, the duty of the old trustees, upon handing over the trust estate to their successors, to take reasonable care for its continued safety, but this in turn is not altogether easy to reconcile with the limitation that the old trustees are only liable for a breach of trust which was expressly contemplated when the property was handed over, and not for a different breach which the new trustees may commit (see *Clark* v. *Hoskins*, 27 L. J. Ch. 561). The doctrine of the case just cited is very clearly expressed by KEKEWICH, J., in his present judgment: "It will not suffice to prove that the former trustees rendered easy or even intended a breach of trust if it was not in fact committed. They must be proved to be guilty as accessories before the fact of the impropriety actually perpetrated." These words indicate exactly the ground upon which liability is brought home to the former trustees. Their retirement from the trust renders possible the specific breach of trust then in contemplation, and when it is committed the liability falls upon them as being, for practical purposes, its authors. But they are not visited with the consequences of breaches of trust which were not in their contemplation. In *Head* v. *Gould* the old trustees, so it was found, never contemplated the breach of trust committed by the new trustees, and, notwithstanding that they retired in order to get rid of the importunity of their *cestui que trusts*, they were absolved from liability for the breaches of trust committed by the new trustees.

WE PRINTED recently (*ante*, p. 448) a letter from a correspondent calling attention to a point of practical importance which arises when a mortgage given to a married woman to secure money advanced by her is paid off or transferred. The recent decision of KEKEWICH, J., in *Re Brooke and Fremlin's Contract* (*ante*, p. 431) settles that where the money belongs to the married woman as her separate estate she is able to reconvey the mortgaged property without the concurrence of her husband and without acknowledgment. But it frequently happens that there is nothing in the title to shew that the money is the separate property of the wife, and it then becomes a question whether the person taking a conveyance from her is entitled to be satisfied on this point. If the money in fact belongs to the husband, it would seem that the wife's unacknowledged deed is still sufficient to pass the legal estate. Such estate has been acquired by her since 1882—it is assumed that the mortgage is subsequent to that date—and she has, therefore, complete power of disposition over it. But this, probably, would not save the property from being still subject, in the hands of a purchaser, to a charge in favour of the husband, provided the purchaser had notice, actual or constructive, of the husband's rights. In the case mentioned by our correspondent it seems to have been well known that the married woman was dealing with her husband's money, and we should imagine that a purchaser would not be safe in repaying it into her hands. But ordinarily the purchaser has no such actual knowledge of the title to the money, and the question for him is whether he ought to inquire. To answer this it seems material to know whether the marriage took place before or after the commencement of the Married Women's Property Act, 1882. If before, the money *primâ facie* belongs to the husband, and the wife must shew that it was hers, either by proving that it was settled to her separate use, or that she acquired it after the Act. If the marriage took place after the Act there is no presumption that any money with which the wife is dealing belongs to her husband. In matters of property she is on the footing of a stranger to him, and an inquiry whether the money is her own is no more necessary than in the case of an ordinary mortgagee. As our correspondent pointed out, the difficulty should be obviated by making the husband a party to the mortgage deed for the purpose of acknowledging that the money is his wife's separate property. Where this has not been done he ought to join in the subsequent conveyance by the wife, at any rate where the marriage took place before the Act of 1882.

EVER SINCE the House of Lords decided in *Boulter* v. *The Justices of Kent* (46 W. R. 114) that a licensing meeting is not a court, we have been finding out fresh consequences of the decision, and it is gradually being realized that many reported cases which have been followed for years without question have

no longer any authority. Doubtless many consequences still remain to be discovered. One of the most important judgments yet given in consequence of *Boulter's case* was delivered last week by a Divisional Court in the case of *Reg.* v. *The Justices of Staffordshire* (reported elsewhere), in which it was decided that on a successful appeal to quarter sessions from the refusal of the licensing justices to renew a licence, the justices cannot be ordered to pay the costs of the appeal even when they make themselves parties by instructing counsel to oppose the renewal, nor can any objector be condemned in costs. It was held in *Reg.* v. *The Justices of London* (43 W. R. 387; 1895, 1 Q. B. 616) that a court of quarter sessions has discretion over the costs, and where justices make themselves parties to an appeal they have a right to their costs if the appeal fails, and may be ordered to pay costs if it succeeds. This was decided, however, on the assumption that the licensing justices constituted a court of summary jurisdiction, and that the Summary Jurisdiction Acts of 1879 and 1884 applied to the appeal in question. Now, in *Boulter's case* Lord HERSCHELL said that the licensing justices have an absolute discretion to determine, in the interests of the public, whether a licence ought to be granted, and every member of the public may object to the grant on public grounds; that the objector merely informs the justices to enable them to decide what is for the public benefit, and that such an objector cannot be properly considered as a party to litigation, nor, if the objection succeeds, can it be deemed that there is a decision in favour of the objector. As is well known, their lordships decided that the Summary Jurisdiction Act, 1879, does not apply to appeals from the licensing justices, and that on such an appeal an objector *who does not appear* at quarter sessions cannot be ordered to pay any costs. The recent decision goes a little further and establishes the principle that what Lord HERSCHELL said of the objector at the licensing meeting applies equally to the objector at quarter sessions, and that the court of quarter sessions on allowing an appeal from licensing justices has no power to order an objector to pay costs when he *does* appear. Hence *Reg.* v. *The Justices of London* is no longer law, and for the future objectors to the renewal of licences can safely appear at quarter sessions without running any risk beyond their own costs. Also, counsel who represent the licensing justices on such appeals need no longer be careful to keep on the right side of the line which separates conduct such as to make the justices "parties" from that impartial attitude which seeks merely to inform the court of what happened at the licensing meeting.

WHERE THE holder of a bill of sale seizes the goods upon any default in payment, it makes all the difference as to his ultimate rights whether the seizure is made with a view to realizing the security or only with a view to maintaining the security. By section 7 of the Bills of Sale Act, 1882, it is provided that, within five days from the seizure, the grantor of the bill of sale may apply to the High Court or to a judge in chambers, and the court or judge, if satisfied that by payment of money or otherwise the cause of seizure no longer exists, may restrain the sale of the goods, or may make such other order as may seem just. But when the grantee has seized the goods for the purpose of realizing his security, he comes within the ordinary rule that a mortgagee who takes possession thereby makes a demand for payment, and consequently must submit to be paid off without notice or interest in lieu of notice (*Bovill* v. *Endle*, 44 W. R. 523; 1896, 1 Ch. 648). Hence, upon an application by the grantor under the above section, the court has jurisdiction to order the bill of sale to be given up upon payment of principal and interest to date and costs (*Ex parte Wickens*, 46 W. R. 385). In the recent case of *Ex parte Ellis*, on the other hand, the seizure was made for the purpose of maintaining the security, and it was held by the Court of Appeal that the above rule did not apply. The sum secured was £30, to be paid on a fixed date in 1899, with monthly payments of £1 10s. for interest. Default was made in payment of one of the monthly amounts, and the grantee seized the chattels comprised in the bill of sale, the warrant authorizing the bailiff to hold possession till payment of the £1 10s. The grantor applied for relief under section 7, and DARLING, J., ordered that upon payment of £31 10s. and costs the grantee should release the goods and deliver up the bill of sale. The Court of Appeal, however, taking the distinction adverted to above, held that there was no jurisdiction to make such an order. The seizure was not a step towards realization, but looked only to the maintenance of the security. Were the law otherwise, it was pointed out, a bill of sale holder who had advanced money for a fixed term would be unable to take a step for the purpose of maintaining his security without running the risk of the transaction being terminated.

THE LAND TRANSFER RULES.

IV.

Part II.—First Registration (*continued*).—*Freehold intermixed with copyhold land.*—Under rule 72, where there is any doubt whether land is of freehold or copyhold tenure a note to that effect is to be entered in the register, presumably the Property register, and that the registration of the land is made without prejudice to any right that may arise if it subsequently turns out that the land is copyhold.

Section 2 of the Act of 1875 provides that:

> 2. . . . land shall not be registered under this Act unless it is of freehold tenure or is leasehold . . .; but for the purposes of this Act customary freehold, in any case in which an admission or any act by the lord of the manor is necessary to perfect the title of a purchase (*sic*, presumably "purchaser" is meant) from the customary tenant, shall not be deemed to be land of freehold tenure.

This section is amended by the Act of 1897 (Schedule I.) as follows:

> If, at any time, land is found to have been registered with absolute or qualified title contrary to the provisions of this section (*i. e.*, section 2 of the Act of 1875), the registration shall not be annulled, but shall be deemed an error not capable of rectification under the principal Act (see sections 95 to 97 of the Act of 1875), and any person suffering loss thereby shall be indemnified (see section 7 of the Act of 1897) accordingly.

Then by the Act of 1875, section 67, it is provided as follows:

> If it appears to the registrar that any land, application for registration whereof is made to him, comprises land of freehold tenure and also land of a tenure other than freehold intermixed and undistinguishable, he may, notwithstanding anything in this Act (*see* section 2, set out *supra*), register the land, but he shall enter notice on the register in such manner as he thinks fit of the facts relating to the tenure of the land, and the tenure of the portion of the land other than freehold shall remain unaffected by the registration.

Now, under this last section, as explained by rule 72, it seems clear that where freeholds and copyholds are indistinguishable they may be registered, and where the prescribed note is entered on the register the copyhold portion will remain unaffected. On the other hand, where no such entry has been made, the copyholds having been registered in error with an absolute or qualified title (the qualification of course not relating to the tenure), it is not so clear, having regard to the amending provision of the Act of 1897, what will happen. That provision, though purporting only to be an amendment of section 2 has effect, it is conceived, also on section 67. Now, a copyholder incurs a forfeiture by alienating his land by a common law assurance (Elton, 2nd ed., p. 229), though it is conceived that this rule of law would not apply to a simple deed of grant at the present day, nor to a registered disposition of land held under a possessory title, for neither of them have any tortious operation with respect to the rights of the lord; in other words, the conveyance or registered disposition would pass to the purchaser only an equitable interest in the copyholds. But where the land is registered with an absolute or qualified title and no note is entered on the register, then, if, as is conceived to be the case, the amendment contained in the Act of 1897 is applicable, the effect of the registration would be to enfranchise the land; and the lord of the manor, in

the place of a forfeiture, would be entitled to indemnity, which should, it seems, be equal to the whole value of the land: see section 7 (1) of the Act of 1897.

On the lord shewing his right to the indemnity the registrar would have a right of action against the first registered proprietor to recover the indemnity. Now, if the first registered proprietor had not, when the claim for indemnity was made, parted with the land, the registrar would have that land to go against, with the result that the proprietor would be bound either to give up the land to the registrar or its value; this should make owners of copyholds careful not to register the same with an absolute or qualified title without having a proper note entered up, inasmuch as they incur a risk analogous to forfeiture. But if the first registered proprietor has disposed of the land by registered disposition for value, then, if he is not in a position to pay the value of the land, or cannot be found, there will be a call on the indemnity fund which will not be replaced.

Next, if the land is registered with a possessory title it would no doubt be convenient that the prescribed note should be entered on the register, but it is not essential, for, the right of the lord being paramount, he would, it is conceived, be entitled to have the land removed from the register; and it should here be observed that the compulsory provisions of the Act of 1897 do not apply where freeholds are intermixed and indistinguishable from land of other tenure: see section 24. The fact that the amendment contained in the Act of 1897 does not cover the case of registration with a possessory title confirms the view that in this case the registration may be annulled. To effect this the entry of the prescribed note would appear to be sufficient.

As regards a purchaser, there is no hardship in his title being subject to the title paramount of the lord of the manor, so long as he has power to investigate the title prior to first registration. But where the statutory period of forty years has run and he purchases under an open contract, it does seem that he ought, as regards past dealings, to get a good title to the freehold. Probably the best way to effect this would be to enact that, where under an open contract for sale of freeholds the purchaser would not be entitled to investigate the title prior to first registration, the possessory title should be deemed to be an absolute title.

The negative definition in section 2 of the Act of 1875 may perhaps give some trouble. The general rule no doubt is that, except where the customary land has been severed from the manor by conveyance of the freehold apart from the manor itself, some act on the part of the lord is necessary to enable the customary legal estate in the land to change hands. It is conceived, however, that the definition is probably intended to include within the operation of the Act those customary freeholds, which it is believed exist in Westmoreland, where the customary legal estate passes without any act on the part of the lord, though he may, of course, in order to keep a record of the persons liable for services or fealty, substitute the new names on the Court Rolls.

THE CIVIL JUDICIAL STATISTICS FOR 1896.

THE introduction to the volume of Civil Judicial Statistics for 1896, recently issued under the editorship of Master MACDONELL, summarizes very usefully the elaborate tables which have been prepared. On the whole, it appears, there is a remarkable stability in the movements of litigation, and during the last ten years the total number of proceedings begun has varied little as compared with the population, the highest figure being 4,308 per 100,000 persons in 1894, and the lowest 3,966 per 100,000 in 1890. This average, however, is based upon figures which include county court proceedings, and as these are numerically far in excess of all others, the result is no guide to the tendency of litigation in the superior courts. The total proceedings begun in 1896 in the appellate courts, in the Chancery Division, and in the Queen's Bench Division were respectively 1,149, 8,219, and 70,269; the causes heard in the same tribunals were 1,010, 680, and 3,352. In the appellate courts and in the Chancery Division there was an increase respectively in the proceedings begun of 3·5 and 5·7 per cent. as compared with the annual average for 1892-96, and in the Queen's Bench Division a decrease of 5·7 per cent. The appellate courts, as might be expected, practically dispose of all the business brought before them. The figure given as representing the work done in the Chancery Division appears to be misleading, as it does not include the originating summonses which are disposed of. The number of such summonses issued was about equal to the number of writs, the figures being respectively 3,654 and 3,601.

It is interesting to notice that out of a total of 460 actions heard in the Chancery Division, no fewer than 398 were witness actions. The increase in proceedings begun in this division was accompanied by a decrease of 13·3 per cent. in the causes heard as compared with the average of 1892 to 1896, a state of things which is still bearing fruit in the delay in bringing actions to trial. As a further consequence there was a decrease in the costs brought in for taxation and in the costs allowed. These returns were first given in 1895, and the figures for that year were: Amount of costs brought in, £1,032,356; amount allowed, £871,800. In 1896 the corresponding figures were, £920,737 and £770,083. These show a decrease of 10·8 per cent. in the amount brought in, and a decrease of 11·7 per cent. in the amount allowed. Apparently taxation tends to become stricter. A decrease in the number and amount of receivers' and other accounts passed at chambers is attributed to the disuse of orders for general administration.

One of the most interesting tables is that which shews how the writs issued in the Queen's Bench Division are disposed of. In the central office the writs issued in 1896 were 42,140. In 22,644 cases no steps were taken after the issue of the writ. A further 11,987 were automatically disposed of without order. These were made up of—judgments on default of appearance, 10,948; judgments on default of defence, 973; and judgments on return to writ of inquiry, 66. Then there were 5,832 cases disposed of summarily by order without trial—namely, judgments under order 14, 5,383; and judgments by consent, on judge's order, &c, 449. This leaves 1,677 for actions tried, the modes of trial being—with a jury, 609; by a judge, 929; and by an official referee, 139. Taking into account also the district registries, the following were the total sums for which judgment was entered: On default of appearance, £1,727,162; on default of defence, £327,603; on return to writ of inquiry, £7,346; judgments under order 14, £1,405,597; on trial with jury, £134,582; on trial by judge, £201,969; and judgments by consent and on trial by official referees, £277,058; thus giving a total for the Queen's Bench Division of a little over four million pounds.

Some curious facts are brought out as to the average amount of the verdicts in three classes of action—namely, libel, slander, and breach of promise. In each case the amount recovered tends to increase, and it is greater in London than on circuit. Taking the figures for London and Middlesex alone, the average amount recovered in libel actions per verdict was in 1859-63, £76; in 1887-88, £103; and in 1892-96, £186. In slander the corresponding numbers for the same periods were £20, £28, and £47; and in breach of promise, £196, £248, and £331. Master MACDONELL draws the conclusion that, while punishments for crime are becoming milder, juries award larger amounts as damages for torts or wrongs; in other words, the tariff for injury to reputation, &c., is rising. The percentage of costs disallowed in the Queen's Bench Division is very much higher than in the Chancery Division—namely, 30·7 per cent. of the costs brought in for taxation in the former division to 16·4 in the latter.

One of the most significant facts brought out by the introduction is the remarkable decline which has taken place in the business on circuit, as compared with the years 1845-49. A comparison is made between those years and the period 1892-96. The causes entered in the earlier period were 1,543, those tried were 1,251. The corresponding numbers for the later period were 1,122 and 795. This decrease was concurrent with an increase of 74 per cent. in the population. In addition to the actual decrease of business, the proportion of causes tried to causes entered has fallen considerably—from 81 per cent. to 71 per cent. Master MACDONELL points out that this is the reverse of the movement which has taken place in London and

Middlesex, where an increasing proportion of the causes entered involve substantial disputes as to which plaintiffs and defendants are prepared to go to trial and take the opinion of a court.

In Divorce the business is increasing. The petitions for divorce in 1896 were 673, or 100 more than in 1895, by far the largest number in any year since the establishment of the court. The increase during the last five years has exceeded the rate of increase of the population. The petitions for judicial separation, on the other hand, decreased; 99 in 1896 as against 110 in 1895. The proportion of petitions for divorce brought by wives, as compared with those brought by husbands is, it seems, steadily increasing; a fact, observes Master MACDONELL, noted in other countries. A remarkable preponderance of petitions for divorce, &c., occurs in the case of childless marriages. Of a total of 820 in 1896, no fewer than 336 or 41 per cent. fell within this category, while in 1895 they were 275 out of 735, or 37·4 per cent.

Special pains have been taken in tracing the progress of the business in the county courts. In the total plaints entered in 1896 there was a slight decrease as compared with 1895, but the figure, 1,109,234, is large enough, as already observed, to make the county courts numerically by far the most important class of tribunal. It is noteworthy that in equity the proceedings are declining. In 1866 the proceedings commenced were 831, and the amount in dispute £128,162. In 1896 the corresponding figures were 598 and £67,967. Much valuable information is given as to the extent to which imprisonment for debt is resorted to in the various circuits, and the actual result of the imprisonment in compelling payment. It is satisfactory to learn that the average number of debtors imprisoned per 1,000 plaints entered has declined from 11·7 in 1857-61, to 6·8 in 1892-96. As a rule the issue of the warrant results in payment of the debt before imprisonment, and of the few who go to prison a considerable proportion pay within a few hours or days. It is only a small number who remain for the whole period for which they are committed. But while the decrease in the average amount of imprisonment is satisfactory, the variation in the average in various parts of the country is very striking, ranging from a percentage of 2·69 for every 100 plaints entered in the North Riding to ·12 in Cumberland and Westmoreland. It ought to be possible in a matter of so much importance to secure greater uniformity of practice.

REVIEWS.

AGENCY.

A DIGEST OF THE LAW OF AGENCY. By WILLIAM BOWSTEAD, Barrister-at-Law. SECOND EDITION. Sweet & Maxwell (Limited).

When, two years ago, this work first appeared, we welcomed it as a praiseworthy effort to systematize the English Law of agency. At the same time, we felt it our duty to indicate certain defects of arrangement which, in our opinion, detracted from its value and required correction. Most, if not all, of these defects have now, we are glad to see, been removed, while many of the omitted cases, to which we called the author's attention, are duly referred to in the present edition, which, however, still fails to notice the following cases—namely, *Bentinck* v. *London Joint Stock Bank* (1893, 2 Ch. 120), *Simmons* v. *London Joint Stock Bank* (41 W. R. 108; 1892, App. Cas. 201), *Ramsden* v. *Dyson* (14 W. R. 926, L. R. 1 H. L. 129), *Sweeting* v. *Turner* (20 W. R. 185, L. R. 7 Q. B. 310), *Albion Steel Wire Co.* v. *Martin* (24 W. R. 134, 1 Ch. D. 580), and *The Hibernian* (21 W. R. 276, L. R. 4 P. C. 511). The whole work is now divided into fourteen instead of eleven chapters. Of these Chapter II. (Constitution of the Relation of Agency) comprises many matters of substantial importance, which, in the first edition, were, as we pointed out, improperly dealt with in Chapter I. (Preliminary). That chapter now, however, includes nothing beyond the interpretation of terms used in the book. The subject of "Delegation of Agency" is, we observe, dealt with separately in chapter VII., instead of being included, as was the case in the previous edition, in the chapter devoted to "Authority of Agents;" while chapter XIV. is an entirely new chapter, entitled "Supplementary," and dealing with the criminal liability of a principal for the acts of his agent and certain other matters. We are glad to notice that the two chapters (XI and XII.), in which the relations between the principal and third persons are discussed, have been considerably enlarged, as this subject is one of the greatest importance to the profession and public generally. All the recent cases that have been determined since the work first appeared will, we believe, be found noted in the present edition, which is in all respects a great improvement upon the first. Mr. Bowstead's book now comprises 507 pages, and of these fifty-eight are occupied by an extremely good index.

PRINCIPLES OF LOCAL GOVERNMENT.

LECTURES ON THE PRINCIPLES OF LOCAL GOVERNMENT. By GEORGE LAURENCE GOMME, F.S.A., Statistical Officer of the London County Council. Archibald Constable & Co.

These lectures, delivered by Mr. Gomme at the London School of Economics, are full of thought and suggestion, and form a valuable contribution to the literature of local government, considered from the historical and philosophical standpoint. That, notwithstanding the Local Government Acts and similar legislation which crowd our statute-book, local government in England is a matter of history, and in its inception independent of any legislative sanction, is a fact which cannot be too strongly insisted upon. The county, the borough, and the township, as areas of government, have a far longer history than any Parliamentary institution, or than even Parliament itself. The principles upon which rests the idea of local government, and the action in relation to those principles of legislative activity, form the main subject of Mr. Gomme's lectures; the want of principle underlying the action of the Legislature rightly falls under his censure. Why, for instance, should important powers be given to local bodies as to such luxuries as light railways and electric lighting, while as to the necessary supply of water they are, in general, left at the mercy of a trading company? The subjects dealt with by Mr. Gomme are of very great interest, and his lucid style contributes to the pleasure of reading his book.

MERCANTILE LAW.

THE ELEMENTS OF MERCANTILE LAW. By J. M. STEVENS, Barrister-at-Law. SECOND EDITION. Butterworth & Co.

This work mainly consists of a collection of more or less elementary principles of mercantile law, judiciously extracted from various sources (chiefly leading text-books) and illustrated by apt examples, and is an excellent introduction to the study of a difficult and most important branch of jurisprudence. It does not pretend to give an exhaustive exposition of mercantile law, but, within the limits prescribed by the author, it forms an accurate and lucid guide thereto, of special utility and value to law students and those engaged in mercantile pursuits. Within the compass of 422 pages a variety of subjects are treated, each of which has itself furnished sufficient material for a separate text-book. In the present edition the original plan of the book remains unaltered. That is to say, Part I. contains a general view of the law of contracts; Part. II. treats of particular contracts, including sale of goods, agency, negotiable instruments, partnership, insurance, contract of carriage, and mercantile guarantees; while Part III. is devoted to the miscellaneous subjects of pawn, mortgage and lien, shipping, and bankruptcy. The text has, it seems, been thoroughly revised and in part re-written, the chapters on the Sale of Goods, Partnership, Marine Insurance, and the Contract of Affreightment having received special attention. That portion of the work (pp. 261-296) which deals with "Insurance" is extremely well done and merits special notice. Numerous citations from reported cases have been purposely avoided by the author, but most of the leading cases on mercantile law appear to be quoted. The recent case of *London Freehold and Leasehold Property Co.* v. *Baron Suffield* (1897, 2 Ch. 608) must, we suppose, have been decided while the work was in the press, otherwise it would doubtless have been cited at p. 2, and the text somewhat modified in accordance with the decision of the Court of Appeal. There is only one appendix, and it deals exclusively with the subject of stamp duties. The index at the end of the volume, though a good one, might, we think, be improved by suppressing the title "Statutes" altogether, and substituting a table of statutes prefixed to the text in accordance with modern usage.

MAGISTRATES.

THE OFFICE OF MAGISTRATE. By HAROLD WRIGHT, B.A., LL.B., Barrister-at-Law, Stipendiary Magistrate for the Staffordshire Potteries. THIRD EDITION. William Clowes & Sons (Limited).

Every year sees a large addition to the numbers of our justices of the peace. The majority of these gentlemen when appointed have but slight acquaintance with law, even so far as it relates to their own office, and must for a long time be to a great degree dependent upon their clerks. It is to such that this little work ought to be especially useful, and we strongly advise them to carefully read it and mark it. The fact that the book has now reached a third edition seems to show

that it has already proved its value, and the circumstance that since the second edition was published the author has spent five years in the arduous duties of stipendiary for the Potteries district adds much weight to the advice he gives his lay brethren. It is not a book for the magistrate to take to court with him so much as one for his study before he goes to court. In it he will find a clear and readable description of the nature and duties of his office and many hints as to the weight he should attach to the various kinds of evidence.

Some of the author's remarks concerning police-constables as witnesses are well worth quoting. He writes: "Speaking of them *as a class* they are men of honesty and good feeling, for it is by their good character that they have obtained the post. Officialism, however, is the petrifier of the human heart, and the constant exercise of a constable's professional duties begets a callousness and a want of regard for the rights and liberties of the individual. . . . In a considerable number of petty sessional cases the constable is the principal witness, if not the only one. It is all important, then, that the magistrate shall understand that only the amount of weight must be attached to such a witness as would be attached to one who is skilled in the performance and interested in the result. If his evidence be reliable the allegations he puts forward will be given when he makes his statement directly on being sworn; any addition to them, suggested after a strong cross-examination, should be received with little favour. The reason for this is obvious, for should the first statement be weak there is no witness who knows better how to forge the links to a conviction." Although we recommend this little book especially to the notice of newly-fledged magistrates, no justice of the peace, however old a hand, can fail to reap some benefit from a study of it.

QUARTER SESSIONS.

A Handbook for Justices of the Peace at Quarter Sessions. By George Iliff Simey, B.A., Deputy Clerk of the Peace of the County Palatine of Durham. Waterlow & Sons (Limited).

This is a book of quite a different nature from that just noticed, though written for the benefit of the same class. It is essentially a book for use *in* court, and it is a handbook for reference by justices as to any point of procedure which may arise at quarter sessions. Thus it gives the rules as to appeals in various cases, and carefully shews how appeals under the Summary Jurisdiction Act, 1879, differ from those under the Licensing Act, 1828, which distinction is made necessary by the well-known decision of the House of Lords in *Boulter* v. *The Justices of Kent*. It gives the form of oath applicable to each of the various occasions on which an oath has to be taken, but though it sets out the oath in the Scotch form, strange to say it does not give the form of affirmation authorized by the Oaths Act, 1888. The law as to the manner in which stolen property may be dealt with, as to payment of costs, and as to a number of other important matters likely to arise seems to be accurately and concisely stated. The book is evidently the work of a practical man who knows his business, but we doubt whether there is anything in it except what every clerk of the peace of experience has at his fingers' ends. At the same time if the advice of that officer is not immediately available at quarter sessions, no doubt justices will quickly find here the answer to any straightforward question of procedure that is likely to arise.

CORRESPONDENCE.

PREPARATION OF TRANSFERS OF MORTGAGES ON WINDING UP OF TRUST ESTATE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Nobody seems to have replied to the above query of your correspondents of the 14th of May. Surely the matter is governed by the ordinary rule of practice, that the mortgagee's solicitor prepares his mortgage deed. The transferee *cestuis que trust* in the case put by your correspondents are simply new mortgagees.

Apropos of this question of realizing trust mortgage securities, there is often the more difficult question as to who should bear the costs. It seems clear that unless the mortgagor has had notice to repay, or he concurs in the transfer, he cannot be charged with the costs (*Re Radcliffe*, 22 Beav. 281). It then becomes a question as between the trust estate and the new mortgagees, the transferees. I have often justified charging the costs against the estate, where an immediate distribution was desired without giving and waiting for the expiration of notices requiring repayment. Also, I have justified charging the transferee with the whole, or part (dividing with the estate), of the costs, where the investment was a desirable one for the transferee.

H. J. W.

Warrington, May 31.

CASES OF LAST SITTINGS.

High Court—Queen's Bench Division.

KIRSHENBOIM (Appellant) *v.* SALMON & GLUCKSTEIN (LIM.) (Respondents). Div. Court. 7th May.

Trade-marks—False Trade Description—Applying False Trade Description Without Intent to Deceive—Merchandise Marks Act, 1887 (50 & 51 Vict. c. 28), ss. 2, 3.

Case stated by Mr. Lushington, metropolitan police magistrate sitting at Bow-street. An information was preferred by the appellant against the respondents under section 2 of the Merchandise Marks Act, 1887, charging that the respondents did sell to the appellant certain cigarettes to which a false trade description—namely, the words "guaranteed hand-made by experienced workmen," was applied contrary to the provisions of the Merchandise Marks Act, 1887. The magistrate dismissed the information subject to this case. The respondents sold to the appellant for the sum of two pence and one farthing ten cigarettes in a packet, to which a printed label had been affixed bearing the words, "Ten cigarettes, hand-made by experienced workmen." The ordinary price for ten cigarettes made by hand of the same quality of tobacco would have been two pence and three farthings. The appellant bought the cigarettes for the purpose of ascertaining whether they were hand-made or not, and not in the belief that they were hand-made, and not with the object of purchasing hand-made cigarettes for sale or consumption. It was admitted by the respondents that the cigarettes were not hand-made; and it was not suggested that the quality of the tobacco used was inferior to what it should have been, and the complaint was solely as to the method of manufacture. It was proved that the cigarettes were made for the respondents by a newly-invented or improved machine called Barron's machine, that the same qualities of paper and starch were used in their making as if they had been made by hand and in the same quantities. The magistrate found as a fact that the cigarettes made by Barron's machine were as pure and clean in point of material and as proper in point of construction for all smoking purposes as they could have been if hand-made. It was also proved that the printed label complained of as containing a false trade description within the meaning of the Act, was one of a parcel of two million labels for the ten-cigarette size of packet which had been printed for and used by the respondents before their adoption of Barron's machine, and while they still made these cigarettes by hand only, and that the respondents had continued to apply the remaining stock on hand (about half-a-million) of these labels to the ten cigarette packets. The magistrate was satisfied that in their continued use of the old labels after they had ceased to make cigarettes by hand the respondents were influenced merely by a spirit of economy that prompted them to utilize the remaining stock of labels which they had already paid for, and thereby to save the cost of printing an equivalent number of new ones, and he held that there was no intention to deceive the buyer, or to induce him to purchase goods which he would not have purchased if the description in question had been omitted from the label; and as a matter of law he held that the words of the label attached to the packet of cigarettes constituted a trade description applied to goods within the meaning of the Merchandise Marks Act, in which "goods" are defined as anything which is the subject of trade, manufacture, or merchandise; and whereas a false trade description is defined by the Act to mean a trade description which is false in a material respect as regards the goods to which it is applied, he held that in determining whether the label constituted a false trade description within the meaning of the Act, he was to interpret the terms of the statute in strict reference to the relations borne by the truth or falsehood of the description to the special and essential qualities and functions of the manufactured article; and he held that the label, although untrue in point of law as a trade description, was not a false trade description in any material respect as regarded the cigarettes sold to the appellant within the meaning of section 3 of the Merchandise Marks Act, and he therefore held that the respondents had not been guilty of any offence under the Act, and dismissed the information. The question now was whether upon the facts he ought to have convicted the respondents. The Merchandise Marks Act, 1887 (50 & 51 Vict. c. 28) enacts, section 2, sub-section 2, "Every person who sells or exposes for sale . . . any goods or things to which any forged trade-mark or false trade description is applied, shall, unless he proves . . . (*c*) that otherwise he had acted innocently, be guilty of an offence against this Act." Section 3: "The expression 'false trade description' means a trade description which is false in a material respect as regards the goods to which it is applied, and includes every alteration of a trade description . . . where that alteration makes the description false in a material respect, &c."

The Court (Lord Russell of Killowen, C.J., Hawkins, Day, Wills, and Wright, JJ.), allowed the appeal, and remitted the case to the magistrate to convict.

Lord Russell, C.J.—The charge in this case was a charge preferred under section 2, sub-section 2, of the Merchandise Marks Act, 1887, and that sub-section provides that it is an offence against the Act to sell any goods to which a false trade description is applied. The facts are fully set out in the case, and the learned magistrate upon those facts finds, and very properly finds, that the description "guaranteed hand-made by experienced workmen" is a "trade description" within the meaning of this Act, and that it was falsely applied; and then he proceeds to explain what he means by that finding, and he thought that the goods supplied were at least as good as those ordered, and he further finds that

there was no intention to deceive the buyer. He therefore finds that this was a false trade description applied by the respondents, but he also finds that the falsity of that trade description was not material under the circumstances. If he had contented himself with merely finding as a fact that the trade description, though false, was not materially false, probably it would have been the duty of the court to accept that as a finding of fact. What he has done, and quite rightly done, is this, he has set out the grounds and reasons by which he has arrived at his conclusion; and he has arrived at that conclusion by what I may call the doctrine of equivalents—that is, that though the purchaser did not get what was described by the particular description applied to the goods, yet he got other goods which were as good as those asked for. In dealing with the question it seems to me to be necessary to refer to the scheme of the Act. The general scheme of section 2 is this: It enumerates several things which are an offence against the Act, and then it points out how a party charged with any of these offences may meet the *primâ facie* case made against him. If the charge is one under sub-section 1 of the section, then he may meet the *primâ facie* case against him by showing that he acted "without intent to defraud." If the charge is under sub-section 2, then there are two ways in which the charge may be met. Under clauses (*a*) and (*b*) of that sub-section he may meet it by proving that he took all reasonable precautions, and that he gave all the information in his power, and that obviously applies to cases where the person charged is buying goods from someone else, and is re-selling them to another person; or if he proves, under clause (*c*), that he had acted innocently, the onus is on the defendant to show that. I now come to the question of materiality. In dealing with that we ought to remember that the Act was aimed at and intended for the protection of buyers, and to prevent, say, goods coming from a foreign country being sold as home-made goods. Then in section 3 we have the definition of a "false trade description," which is there given as a trade description which is "false in a material respect as regards the goods to which it is applied." Under that it is no answer to say that the buyer has got as good an article as was described. If that were an answer I do not see anything to prevent a person selling, say, an American ham as a Yorkshire ham, and then being entitled to say that the American ham was as good as or better than the Yorkshire ham. I cannot see that that is an answer. Applying that to the facts of this case I do not think it is an answer to this charge to say that the cigarettes sold here were as good as hand-made cigarettes. There are people who think the hand-made cigarettes the better. These considerations seem to me to shew that the ground on which the magistrate proceeded was not a right ground, and that he was wrong in the conclusion he arrived at, and that that conclusion cannot be supported. The buyer is entitled to know what he is buying and to have it properly described. Another point was taken for the respondents that they had acted innocently; but I cannot accept that reason. They did this thing of affixing a false trade description deliberately, and it is impossible, therefore, to say upon the facts of this case that they acted innocently within the meaning of the Act. The case therefore, must go back to the magistrate with the intimation of our opinion that he must convict.

HAWKINS, DAY, WILLS, and WRIGHT, JJ., concurred.—COUNSEL, *Corrie Grant; H. Avory.* SOLICITORS, *Radford & Frankland; Lewis & Lewis.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

COPPEN *v.* MOORE. Div. Court. 14th May.

MERCHANDISE MARKS ACT, 1887 (50 & 51 VICT. c. 28), s. 1—FALSE TRADE DESCRIPTION—LIABILITY OF SELLER FOR ACTS AND STATEMENTS OF HIS SERVANT.

Case stated by justices of the borough of Richmond, Surrey. The appellant was convicted under section 1, sub-section (2), of the Merchandise Marks Act, 1887, of having sold goods to which a false trade description was applied. The facts were as follows: The respondent asked the salesman at the door of one of the appellant's shops for a small English ham. The salesman pointed to some hams and said they were Scotch hams. The respondent said he would buy one, and the salesman handed the ham to an assistant, saying, "Weigh up Scotch ham." The respondent required the assistant to make out an invoice with the words "Scotch ham" on it, which he did, and the respondent paid the price. The assistant and the salesman afterwards admitted that the ham was an American ham, as in fact it was. On behalf of the appellant, evidence was given that he had sent a notice to all his branch places of business, including that in question, in the following terms: "Marsham-street, 25th of February, 1897. Most important. Please instruct your assistants most explicitly that the hams described in the list must not be sold under any specific name of place or origin—that is to say, they must not be described as 'Bristol,' 'Bath,' 'Wiltshire,' or any such title, but simply as breakfast hams. To Mr. Bedford, Richmond. Please sign and return. H. W. Coppen." The ham in question would come within the category of breakfast hams. Evidence was given that the terms of this notice were communicated to the manager and assistants, and the appellant stated that he had no reason to believe that his instructions were not being carried out. The case was argued last month before a full court of the Queen's Bench Division, when judgment was reserved.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., SIR F. JEUNE, P., CHITTY, L.J., and WRIGHT, DARLING, and CHANNELL, JJ.), affirmed the conviction.

In delivering the judgment of the court,

LORD RUSSELL, C.J., after stating the facts, said: It is now necessary to consider the statute in question and its application to the facts proved. Section 2 is the important section. Sub-section (1) deals with the forging of any trade-mark and with the false application to goods of any such mark or of any false trade description, and enacts that, subject to the provisions of the Act, an offence shall have been committed by such forging or application unless the party charged proves that he acted without intent to defraud. Sub-section (2) enacts (omitting words immaterial in this case) that any person who sells any goods to which any false trade description is applied shall be guilty of an offence against the Act unless he proves—(*a*) that having taken all reasonable precautions he had no reason to suspect the genuineness of the trade description; and (*b*) that on demand duly made he gave all information in his power with respect to the persons from whom he obtained such goods; or (*c*) that otherwise he acted innocently. By section 3 it is enacted that "trade description" shall mean any description, statement, or other indication, direct or indirect, as to (among other things) the place or country in which any goods were made or produced. Later in such section it enacted that the expression "false trade description" shall mean a trade description false in any material respect as regards the goods to which it is applied. By section 5, sub-section (1), it is enacted that a person shall be deemed to have applied a trade description to goods who applies it to the goods themselves or uses a trade description in any manner calculated to lead to the belief that the goods in connection with which it is used are designated or described by that trade description. In *Budd* v. *Lucas* (1891, 1 Q. B. 408) it was decided that where certain casks of beer were delivered accompanied by an invoice in which the casks were falsely described as "barrels" (which word had acquired the character of a trade description) it was held that an offence under section 2, sub-section (1) of the Act in question had been committed, although the invoice containing the false trade description was not physically attached to the casks. I think this case was well decided: in other words, I think that it is not necessary to constitute the offence that there shall be any physical connection between the false trade description and the goods to which it is applied. In these circumstances it is clear that an offence against the Act was committed by the salesman and by the assistant of the appellant. But the question which the court is now called upon to decide is whether the appellant also is not personally liable to be convicted. This was the question argued before us. The appellant's contention was that the charge here preferred was a criminal charge and that the general principle of law applied—*nemo reus est nisi mens sit rea*. There is no doubt that this is the general rule, but it is subject to exceptions, and the question here is whether the present case falls within the rule or within the exception. Apart from statute exceptions have been engrafted upon the rule. [His lordship then referred to *Reg.* v. *Stephens* (L. R. 1 Q. B. 702), *Mullins* v. *Collins* (L. R. 9 Q. B. 292), and *Bond* v. *Evans* (21 Q. B. D. 249).] The decisions in these and in other like cases were based upon the construction of the statutes in question. The court, in fact, came to the conclusion that, having regard to the language, scope, and object of those Acts, the Legislature intended to fix criminal responsibility upon the master for acts done by his servant in the course of his employment, although such acts were not authorized by the master and may even have been expressly prohibited by him. The question then in this case comes to be narrowed to the simple point, whether upon the true construction of the statute here in question the master was intended to be made criminally responsible for acts done by his servant in contravention of the Act, where such acts were done, as in this case, within the scope or in the course of their employment. In my judgment it was clearly the intention of the Legislature to make the master criminally liable for such acts, unless he was able to rebut the *primâ facie* presumption of guilt by one or other of the methods pointed out in the Act. Take the facts here and apply the Act to them. To begin with, it cannot be doubted that the appellant sold the ham in question although the transaction was carried out by his servants. In other words, he was the seller although not the actual salesman. It is clear also, as already stated, that the ham was sold with a "false trade description," which was material. If so, there is evidence establishing a *primâ facie* case of an offence against the Act having been committed by the appellant. But it is only a *primâ facie* case. The burden of proof is shifted upon the appellant, and he might meet successfully that *primâ facie* case if he is able, where the charge is under the first sub-section of section 1, to prove that he acted without intent to defraud; or, where the charge is under sub-section 2 of section 1, if he is able to prove (*a*) that he had taken all reasonable precautions against committing an offence against the Act and had no reason to suspect the genuineness of the trade description in question, and (*b*) that on demand he had given full information, or (*c*) if he is able to prove that otherwise he acted innocently. It seems clear that clauses (*a*) and (*b*) of sub-section 2 apply to cases where goods in question are in the possession of the accused for sale or are sold with the forged trade-mark or false trade description already stamped upon them or otherwise applied to them, and not to a case like the present, where the false trade description is applied upon the occasion and as part of the terms of sale; and in the latter case the accused must rely for his exculpation upon clause (*c*)—namely, by showing that he had acted innocently. In the present case there was ample evidence to justify the conclusion of the magistrates that the appellant was *primâ facie* guilty of the offence charged, and that *primâ facie* case has not been met in the manner required by the Act. The magistrates, indeed, have affirmatively found—in the terms of clause (*a*)—that the appellant had not, in fact, taken all reasonable precautions against committing an offence against the Act, but I have already pointed out that that clause does not directly apply to the facts of this case. This finding is, therefore, not strictly relevant, although it suggests an important element in determining whether the accused is innocent; but what is material to note is that the magistrates do not appear to have been asked to find, and certainly they do not in fact find, that the appellant acted innocently within the meaning of clause (*c*). There was evidence before them that the American hams in question were dressed so as to

deceive the public; and this probably explains the reason of the affirmative finding to which I have adverted and the absence of the finding that the appellant had acted innocently within the meaning of clause (*c*). In answer, then, to the question which alone is put to us—namely, whether, upon the facts stated, the decision of the magistrates convicting the appellant was in point of law correct—my answer is that, in my judgment, it was. When the scope and object of the Act are borne in mind, any other conclusion would, to a large extent, render the Act ineffective for its avowed purposes. The circumstances of the present case afford a convenient illustration of this. The appellant, under the style of the "London Supply Stores," carries on an extensive business as grocer and provision dealer, having, it appears, six shops or branch establishments, and having also a wholesale warehouse. It is obvious that, if sales with false trade descriptions could be carried out in these establishments with impunity so far as the principal is concerned, the Act would, to a large extent, be nugatory. I conceive the effect of the Act to be to make the master or principal liable criminally (as he is already by law civilly) for the acts of his agents and servants in all cases within the sections with which we are dealing, where the conduct constituting the offence was pursued by such servants and agents within the scope or in the course of their employment, subject to this—that the master or principal may be relieved from criminal responsibility where he can prove that he had acted in good faith and had done all that it was reasonably possible to do to prevent the commission by his agents and servants of offences against the Act. The result, therefore, is that the conviction will be affirmed, and with costs.—COUNSEL, *Asquith*, Q.C., and *Bonsey*; *Jelf*, Q.C., and *David*. SOLICITORS, *Neve & Beck*; *Weekes & Co.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. JUSTICES OF STAFFORDSHIRE. *Ex parte* FIELD. Div. Court. 25th May.

LICENSING LAW—APPEAL TO QUARTER SESSIONS—APPEARANCE BY LICENSING JUSTICES—JURISDICTION TO ORDER JUSTICES TO PAY COSTS—ALEHOUSE ACT, 1828 (9 GEO. 4, C. 61), S. 2.

Rule *nisi* for a *certiorari* to bring up, for the purpose of having it quashed, an order made by the Quarter Sessions of Staffordshire in an appeal, by Thomas Longhurst, from the licensing justices of the borough of West Bromwich, whereby the appeal was allowed and the licensing justices were ordered to pay the costs of the appeal. On the hearing of the appeal the licensing justices were represented by counsel, who stated that he did not appear for them as litigant parties, but to inform the court as to the facts and what had taken place before the licensing justices. The notice of appeal having been admitted, counsel for the licensing justices opened the case fully and called witnesses. Upon their evidence three technical objections were raised and argued by counsel for the appellant and for the justices. The witnesses called for the appellant were not cross-examined by counsel for the justices, nor did he address the court in reply. The quarter sessions allowed the appeal, and, being of opinion that the justices had made themselves "parties" on the hearing of the appeal, they ordered that they should pay the appellant's costs. The appeal to quarter sessions was brought under section 27 of the Alehouse Act, 1828 (9 Geo. 4, c. 61), which gives an appeal to quarter sessions to any person aggrieved by any act of any justice done in or concerning the execution of the Act, and provides (*inter alia*) that the court of quarter sessions "shall hear and determine the matter of such appeal, and shall make such order therein, with or without costs, as to the said court shall seem meet." Section 29 contains provisions for the payment by an unsuccessful appellant to quarter sessions of the costs of any justice who is respondent in the appeal. Upon the argument of the rule, *Reg.* v. *Justices of London* (1895, 1 Q. B. 616), and *Boulter* v. *Justices of Kent* (1897, A. C. 536), were cited.

THE COURT (WILLS and CHANNELL, JJ.), made the rule absolute.

WILLS, J., said that the case turned upon section 27 of the Alehouse Act, 1828, illustrated to some extent by section 29. It was established by the decision of the House of Lords in *Boulter* v. *The Justices of Kent*, that when the question whether a licence shall be renewed comes in the first instance before the licensing justices objectors may be effectually heard without the risk of being mulcted in costs. The contention of the respondent came to this—that when there is an appeal by a person the renewal of whose licence is refused then, unless the licensing justices come forward and effectually fight the question whether the refusal was right or not, at the risk of being made to pay costs, the appellant is to have it all his own way, so far as concerned the examination of witnesses, argument, and so on. Such a conclusion would be so utterly wrong in itself that the court ought to look very closely to see whether the statute must necessarily be so construed. The interest of the public was just as great on the hearing of the appeal as it was on the hearing of the original objections, and yet if the respondent's argument were to prevail the public interests could not be protected on the appeal, because persons who might be willing enough to object in the first instance would not come forward at quarter sessions at the risk of being made to pay costs. And in particular the licensing justices would not come forward to fight such cases at the risk of having to pay costs. Lord Herschell in *Boulter's case* enumerated the considerations which led him to the conclusion that in proceedings before licensing justices there is no litigation and no parties, and that there is, therefore, no person whom the licensing justices can order to pay costs. All these considerations seemed to apply equally to proceedings before quarter sessions on appeal. It followed that quarter sessions had no power to award costs against the justices or any other person objecting to the renewal of the licence. It was said that this could not be so because the quarter sessions were given power to make such order, "with or without costs, as to them seemed meet." But there was plenty of material upon which those words would operate as the Act originally stood, because originally the section applied to appeals against convictions and other appeals in which there would be parties in the ordinary way as well as to an appeal against a refusal to renew a licence. *Reg.* v. *The Justices of London*, which was the authority for the giving of costs in this case, had lost its foundation by reason of the decision of the House of Lords in *Boulter* v. *Kent Justices*, that licensing justices are not a court of summary jurisdiction. The view that the quarter sessions had no power to give costs to an appellant was strengthened by the fact that, while in section 29 of the Act of 1828 provision was made for the levy of costs given to the justices against the appellant, there was no corresponding provision for the levy of costs awarded to the appellant.—COUNSEL, *Disturnal*; *Horace Avory*. SOLICITORS, *Murr & Rusby*, for *Sharp*, West Bromwich; *A. S. C. Doyle*, for *Jackson*, West Bromwich.

[Reported by T. R. C. DILL, Barrister-at-Law.]

ORCHARD v. BUSH. Div. Court. 18th May.

INNKEEPER—LIABILITY—PROPERTY OF GUEST—TEMPORARY REFRESHMENT—RESTAURANT IN A HOTEL.

In this case the defendant, who was the proprietor of a hotel at Liverpool, appealed from a decision of the county court judge of Liverpool in an action brought by the plaintiff to recover damages for the loss of an overcoat. The plaintiff carried on business in Liverpool, but his residence was outside the town, and he was in the habit of travelling daily by train from his home to Liverpool. On the day in question the plaintiff when going home on his way from his office to the station went into the defendant's hotel for the purpose of dining. The dining-room in the defendant's hotel was used as a restaurant by a considerable number of persons other than those actually staying in the hotel. The plaintiff went into the dining-room, hung his coat upon a peg in the room, and was then served with dinner. At the conclusion of his meal, he found that the coat had disappeared. The county court judge held that the relationship of landlord and guest existed between the defendant and the plaintiff although the latter had only used the hotel for the purpose of temporary refreshment, and he gave judgment for the plaintiff. In support of the appeal it was contended that there was no evidence to support the finding of the county court judge; that to constitute the relationship of landlord and guest there must be more than a temporary user of a restaurant in the hotel for the purpose of refreshment, and that the guest must come to the hotel as a traveller and wayfarer, within which category the plaintiff did not fall.

THE COURT (WILLS and KENNEDY, JJ.) dismissed the appeal.

WILLS, J., said that the only question was whether the plaintiff was a guest at the defendant's hotel, and his lordship failed to understand in what sense it could be said that the plaintiff was not a guest. Even if the word "guest" was to be given the narrow definition contended for by the defendant—namely, a traveller and wayfarer, there was evidence that the plaintiff came within that definition. If he had been riding in the country and had stopped at an inn for refreshment, he would clearly have been a wayfarer. Why, then, was he not so under the circumstances of this case? He was walking from his office to the station, *en route* for home, and on his way he called at the inn and was served with the refreshment which he required. His lordship, while inclining to the opinion that the plaintiff was both a wayfarer and a guest, was however not disposed to take such a narrow view of the meaning of the word guest. He thought that a guest was one who used an inn, either temporarily or otherwise, for the purpose of receiving such accommodation or refreshment as the innkeeper offered to those coming to the house. It made no difference that the person did not stop the night. From the point of view of authority, there was not much to be said in favour of the suggested limited meaning of "guest." In old times no doubt guests were more usually wayfarers than not. But the liability of an innkeeper arose whenever he received a person *causa hospitandi*. Why was it to be said that a person was not so received who came to an inn at any time of the day and was given refreshment. The present case was much less strong than *Bennett* v. *Mellor* (5 T. R. 273). There, a man who went to an inn for a purpose wholly unconnected with the use of the inn as such, and who, while waiting for an answer with reference to the business on which he went to the inn, sat down in the public room and took some refreshment, was held to be a guest and to be entitled to the privileges of a guest. That was a stronger case than this, for the use made by the present plaintiff of the defendant's inn was much more like the natural use of an inn by a guest than was the case in *Bennett* v. *Mellor*. His lordship refrained from saying what his decision would have been if the restaurant where the plaintiff had dined had not formed part of the hotel. The room in this case was used as part of an inn, and in the same way as an inn was used, and there was abundant evidence that refreshment was supplied by the defendant as innkeeper to the plaintiff as guest.

KENNEDY, J., concurred. Appeal dismissed.—COUNSEL, *Montagus Lush*; *Horridge*. SOLICITORS, *Richard White*, for *Neale*, Liverpool; *Tibbits & Co.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

WHITE v. THE ASSESSMENT COMMITTEE OF BRADFORD-ON-AVON. Div. Court. 17th and 24th May.

POOR RATE—BASIS OF RATEABLE VALUE—"TIED" PUBLIC-HOUSE AND BREWERY—MARKET VALUE—BREWERS AS COMPETITORS—HYPOTHETICAL TENANTS—RENT PAID FOR THE PREMISES, NOT FOR THE BUSINESS CARRIED ON THERE—PAROCHIAL ASSESSMENT ACT, 1836 (6 & 7 WILL. 4, C. 96), S. 1.

Special case stated by quarter sessions of the county of Wilts on appeal against a rate on a public-house. The question for the decision of the court was whether the fact that brewers were willing to give a price or

rent higher than the ordinary yearly tenant would give for licensed premises was to be taken into consideration in estimating the rateable value of the property to the occupier. The quarter sessions had held that in arriving at the value for rating purposes of the premises it was the hereditament independently of, and without reference to, any personal contract with brewers that had to be assessed—in fact, the free house, not excluding brewers as competitors, but treating them like other tenants, as tenants of an hereditament unfettered by any personal contract. The facts were as follow: The appellant at quarter sessions, George White, was rated as occupier of a fully-licensed house, known as the Rising Sun Inn, Bradford-on-Avon. Prior to March, 1897, the premises were rated at £18 15s. gross, and rateable value at £15. In January of that year Messrs. Wilkins Bros. purchased them at public auction for £2,810, and let the premises to White as a tied house on an annual tenancy of £27 10s. In March, 1897, a new valuation list was made, the gross and rateable values appearing therein as £85 and £70 respectively. White appealed to the assessment committee and these figures were reduced to £70 and £58. From that assessment White appealed to quarter sessions. At the hearing it was proved that, owing to the competition between rival brewers to buy or rent licensed houses to sub-let as "tied" houses, the premises would realize in the market a sum sufficiently high to support the assessment appealed against, but that if the house was let on a yearly tenancy as a free house brewers would probably give a rent higher by £10 or £15 a year than the rent of £27 10s. paid by White as an ordinary tenant, and would recoup themselves by the profits on the sale of their beers, but that such an increased rent would not be sufficiently high to support the assessment appealed against. The quarter sessions on this evidence reduced the assessment to £35 gross estimated rental and £28 net rateable value. The assessment committee appealed. In support of the appeal it was contended that the net annual value of such licensed premises within the meaning of the Parochial Assessment Act, 1836, was the full value to the owner and not their value to the tenant in fact occupying the house, and that the premises should be assessed at the value at which they would let to a hypothetical yearly tenant, all possible competitors who would be willing to take them from the owner being taken into account as possible hypothetical tenants, and that therefore the competition of brewers ought to be taken into consideration, although they did not in fact occupy the premises, and that the area of competition should not be restricted to such intending tenants as would themselves be willing to take the house for the purpose of carrying on a retail trade there: *Reg.* v. *Wells* (1867, L. R. 2 Q. B. 542). For the respondent, the occupier, it was argued that the true test of the net annual value of such licensed premises was the rent that an ordinary tenant intending to occupy from year to year the premises as a "free" house for his own retail business would be willing to give for them; not what the brewers might give for the purpose of converting the premises into a tied house. *Dodds* v. *The Assessment Committee of South Shields* (1895, 2 Q. B. 133), and reference thereto by Wright, J., in *London County Council* v. *City of London Breweries* (1898, 1 Q. B. 393), and *Sunderland Overseers* v. *Sunderland Poor Law Union* (34 L. J. M. C. 121) were referred to.

THE COURT upheld the decision of the quarter sessions.

RIDLEY, J., said an ordinary tenant intending to occupy the premises as a free house from year to year was in the same position as the hypothetical tenant of the statute; he was willing to give the rent for the premises, not for the business he carried on upon them. That was the difference between the two contentions, and in his opinion, the quarter sessions were right in holding that the premises only had to be assessed, and that although the competition of the brewers was not to be excluded in estimating the rent, publicans must be treated like other tenants from year to year of a house or other property unfettered by personal contract. He considered that the assessment made by quarter sessions on that basis was correct, and the order appealed from would therefore be affirmed, and the appeal dismissed with costs.

CHANNELL, J., concurred.—COUNSEL, *Foote*, Q.C., *Radcliffe*, and *Parr*; *T. T. Bucknill*, Q.C., and *Hon. H. L. Lopes*. SOLICITORS, *Berkeley, Calcott, Holloway, & Tudor*, for *Beavan & Compton*, Bradford-on-Avon; *Eyre, Dowling, & Co.*, for *C. J. Jones*, Trowbridge.

[Reported by ERSKINE REID, Barrister-at-Law.]

NEW ORDERS, &c.

COUNTY COURT DISTRICTS.

ORDER IN COUNCIL.

At the Court at Windsor, the 19th day of May, 1898. Present, the Queen's Most Excellent Majesty in Council.

Whereas it is expedient to amend the County Court (Districts) Amendment Order in Council, 1898.

Now therefore Her Majesty by and with the advice of Her Privy Council is pleased to order, and it is hereby ordered as follows:

1. This Order may be cited as the County Court (Districts) Amendment Order in Council, 1898, No. 2.

2. This Order shall come into force on the first day of July one thousand eight hundred and ninety-eight, and shall be construed as one with the above first-mentioned Order.

3. The County Court of Middlesex held at Edmonton shall as from the first day of October one thousand eight hundred and ninety-eight be held at Wood Green as well as at Edmonton.

4. So much of the above first-mentioned Order as relates to the County Court of Durham held at Hartlepool, and the County Court of Glamorganshire held at Cardiff, shall not come into force until the first day of October one thousand eight hundred and ninety-eight. J. H. HARRISON.

SUMMER ASSIZES ON NORTH AND SOUTH WALES CIRCUITS.

ORDER IN COUNCIL.

At the Court at Windsor, the 19th day of May, 1898. Present, the Queen's Most Excellent Majesty in Council.

Whereas by an Order in Council, bearing date the 28th day of July, one thousand eight hundred and ninety-three, as subsequently amended, certain arrangements as regards the Circuits of the Judges were approved:

And whereas it is expedient that the said Order be amended with respect to the Summer Assizes on the North and South Wales Circuits:

Now, therefore, Her Majesty in Council is pleased to order, and it is hereby ordered as follows:

In the Order in Council relating to Circuits, dated the twenty-eighth day of July, one thousand eight hundred and ninety-three, the schedule to this Order shall be substituted for so much of the scheme in the schedule to the said Order of July, one thousand eight hundred and ninety-three, as relates to the Summer Assizes on the North and South Wales Circuits; and the said Order in Council shall take effect subject to the substitution made by this Order, and any copy thereof hereafter printed may be printed with the substitution made by this Order.

J. H. HARRISON.

SCHEDULE.

Circuits of Judges.—Civil and Criminal.

	North Wales, Chester, and Glamorgan.	South Wales and Chester.
July 7	Newtown	...
July 8	...	...
July 10	Dolgelly	...
July 11	...	Haverfordwest
July 12	Carnarvon	...
July 13	...	Lampeter
July 14	...	...
July 15	...	Carmarthen
July 17	Beaumaris	...
July 18	...	...
July 19	Ruthin	...
July 20	...	Brecon
July 21	...	...
July 22	Mold	Presteign
July 24	...	...
July 25	Chester (2)	
July 26	...	
July 27	...	
July 28	...	
July 29	...	
July 31	Swansea (2)	
August 1	...	
August 2	...	
August 3	..	
August 4	...	
August 5	...	
August 6	...	
August 7	...	
August 8	...	
August 9	...	
August 10	...	
August 11	...	
August 12	End.	

THE COLONIAL PROBATES ACT, 1892.

ORDER IN COUNCIL.

At the Court at Windsor, the 19th day of May, 1898. Present, the Queen's Most Excellent Majesty in Council.

Whereas by the first section of "The Colonial Probates Act, 1892," it is enacted as follows:

"Her Majesty the Queen may, on being satisfied that the Legislature of any British Possession has made adequate provision for the recognition in that possession of Probates and Letters of Administration granted by the Courts of the United Kingdom, direct by Order in Council that this Act shall, subject to any exceptions and modifications specified in the Order, apply to that Possession, and thereupon, while the Order is in force, this Act shall apply accordingly."

And whereas Her Majesty is satisfied that the Legislature of the British Possession hereinafter mentioned has made adequate provision for the recognition in that Possession of Probates and Letters of Administration granted by the Courts of the United Kingdom.

Now, therefore, Her Majesty, by virtue and in exercise of the powers by the above-recited Act in Her Majesty vested, is pleased by and with the advice of Her Most Honourable Privy Council to order, and it is hereby ordered as follows:

"The Colonial Probates Act, 1892," shall apply to the British Possession hereunder mentioned;

The Island of Saint Vincent.

And the Right Honourable Joseph Chamberlain, one of Her Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly. J. H. HARRISON.

LEGAL NEWS.

APPOINTMENT.

Mr. Thomas John Broad, solicitor, of Watford, has been elected Coroner for the Watford Division of the county of Hertford.

CHANGES IN PARTNERSHIPS.

Dissolution.

William Fowle and William Heineken Horsfall, solicitors, Northallerton (Fowle & Horsfall). Sept. 30, 1897. [*Gazette*, May 27.

GENERAL.

In view of the coming into operation of the Compensation Act the employers in the Darlington district have united in forming an assurance company with a capital of £20,000 to meet any liabilities that may arise under the Act or under the Employers' Liability Act.

The following are the arrangements for the probate and matrimonial business of the Probate, Divorce, and Admiralty Division for the ensuing sittings: Causes set down for trial will be taken as follows: Undefended matrimonial causes, on Tuesday, Wednesday, Thursday, and Friday, June 7, 8, 9, and 10; and on each Monday after motions. Common jury causes (probate and matrimonial), on and after Tuesday, June 14. Probate and defended matrimonial causes for hearing before the court itself, after the common juries are disposed of. Special jury causes (probate and matrimonial), on and after Wednesday, July 6. Divisional Court, Tuesdays, June 7, July 5, and August 2. Motions will be heard in court on Mondays at 11 a.m. Summonses before the judge, on Saturdays at 10.30 a.m. Summonses before the registrars, at the Probate Registry, Somerset House, on each Tuesday and Friday at 11.30 a.m. All papers for motions on Mondays must be left in the Contentious Department of the Principal Probate Registry, Somerset House, before 2 p.m. on the preceding Wednesday.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, June 6	Mr. Pugh	Mr. Pemberton	Mr. Jackson
Tuesday 7	Lavie	Ward	Carrington
Wednesday 8	Pugh	Pemberton	Jackson
Thursday 9	Lavie	Ward	Carrington
Friday 10	Pugh	Pemberton	Jackson
Saturday 11	Lavie	Ward	Carrington
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, June 6	Mr. Godfrey	Mr. Leach	Mr. King
Tuesday 7	Rolt	Beal	Farmer
Wednesday 8	Godfrey	Leach	King
Thursday 9	Rolt	Beal	Farmer
Friday 10	Godfrey	Leach	King
Saturday 11	Rolt	Beal	Farmer

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

Masters in Chambers for Trinity Sittings, 1898.

A to F—Mondays, Wednesdays, and Fridays, Master Johnson; Tuesdays, Thursdays, and Saturdays, Master Pollock.

G to N—Mondays, Wednesdays, and Fridays, Master Butler; Tuesdays, Thursdays, and Saturdays, Master Macdonell.

O to Z—Mondays, Wednesdays, and Fridays, Master Archibald; Tuesdays, Thursdays, and Saturdays, Master Wilberforce.

A to F—All applications by summons or otherwise in actions assigned to Master Kaye are to be made returnable before him in his own Room, No. 181, at 11.30 a.m. on Mondays, Wednesdays, and Fridays until the 30th of June. From that date all applications by summons or otherwise in actions assigned to Master Kaye will be made returnable before the masters of this Division.

G to N—All applications by summons or otherwise in actions assigned to Master Walton are to be made returnable before him in his own Room, No. 175, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

O to Z—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own Room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

By Order of the Masters.

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[Advt.]

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 6.—Messrs. Foster, on the premises, 110, Gloucester-terrace, Hyde Park, at 3 p.m., Leasehold Residence. Solicitors, Messrs. Linklater & Co., London. (See advertisement, this week, p. 10).

June 7.—Messrs. Walton & Lee, at the Mart, at 2 p.m., Important Freehold Building Estate, with shop frontage of 700 feet along the tram-road to Tooting Common, the whole comprising 43 acres. Solicitor, William Eley, Esq., London. (See advertisement, this week, p. 10).

June 8.—Messrs. Douglas Young & Co., at the Mart, at 2:

Ilford.—In One Lot, Freehold Building Estate, having frontages of 209ft. to the high road and 409ft. to Green-lane. Also, in Six Lots, 60 Plots of Freehold Building Land, having a total frontage of 1,065ft.; and Five Shop Plots, having frontage of 109ft. Solicitor, H. N. Greenside, Esq., London.

Westbourne-grove.—Leasehold Investment, comprising a Block of Shop Property; the whole let upon repairing leases, at £419; lease 98 years. Solicitors, Messrs. Riddell, Vaizey, & Smith, London.

Eastbourne.—Two commodious Freehold Residences, each containing six bedrooms, drawing and dining rooms, smoking room, and breakfast room; let at £110. Solicitor, Chalton Hubbard, Esq., London.

Anerley.—Three semi-detached Leasehold Villas; let at £36, £36, and £34; lease 80 years. Solicitor, A. G. Dinn, Esq., London.

Palmer's Green.—Five semi-detached Freehold Villas; rentals, £44, £42, and £40. Solicitors, Messrs. Stanley, Evans, & Co., London.

Acton.—A terrace of Six Leasehold Houses; rent, 15s. a week each, or together £214 per annum; lease 95 years. Solicitors, Messrs. Vincent & Vincent, London.

Old Kent-road, S.E.—Three Leasehold Shops and Dwelling-houses; let at £75; lease 80 years. Solicitors, Messrs. Burton & Sons, London.

Pimlico.—Two Leasehold Residences; let at £48 each; lease 35 years. Solicitor, W. M. Willcocks, Esq., London.

Clapham.—Leasehold Residence; rental £42; lease 72 years. Solicitors, Messrs. Morten & Cutler, London.

Brixton.—Leasehold Terrace House; let at £36; lease 70 years. Solicitors, Messrs. Seeley & Son, London.

(See advertisements, this week, p. 5.)

June 9.—Messrs. C. C. & T. Moore, at the Mart, at 2:

Manor Park.—Fourteen Plots of Freehold Land, ripe for building; roads made up. Solicitors, Messrs. Pearce & Sons, London.

Mile End-road.—Freehold House and Shop; area over 900 square feet. Solicitors, Messrs. Tillcard, 4, Lombard-court, E.C.

Cannon Street-road, St. George's, E.—Freehold Shop, Workshop, and House; let at £85. Solicitors, Messrs. Reed & Reed, London.

Leyton-road.—Freehold corner Shop; value £45. Solicitors, Messrs. Geo. Brown, Sons, & Vardy, London.

Forest Gate.—Long Leasehold Villa Residence; let at £28 per annum; term 67 years. Solicitor, H. H. Boorne, Esq., London

Stepney.—Dwelling Houses and Stabling; let at £109; term 51 years. Solicitors, Messrs. Leslie Antill & Arnold, London.

Woodford.—Villa; let at £20. Solicitors, Messrs. Digby & Liddle, London

Mile End-road.—Freehold House and Shop; let at £32. Solicitors, Messrs. Garner & Sons, Uxbridge.

St. George's, E.—Freehold Property; let at £85. Solicitors, Messrs. Reed & Reed, London.

Camberwell.—Seven Long Leasehold Houses; let at £241; term over 68½ years.

Sydenham.—Four Dwelling Houses; let at £132; term 24½ years

Poplar.—Two Freehold Houses; let at £49.

Solicitor, J. Howard Smith, Esq., London.

(See advertisement, this week, p. 8.)

June 9.—Messrs. Woodhams & Son, at the Gildridge Hotel, Eastbourne, at 4 o'clock, Freehold Properties:

Lot 1.—The Manor Farm, Chalvington, 2½ miles from Berwick Station (L. B. & S. C. Railway), consisting of 203 acres of land, with farm-house, cottages, and farm buildings; let at £290.

Lot 2.—Curls Farm, Ripe, near Lot 1, consisting of 153 acres of land, with farm-house, cottages, and farm-buildings; let at £187.

Lot 3.—Cleaver's Farm, Ripe, consisting of about 66 acres of land, with new farm-house, large cottage, and farm-buildings; let at £100.

Lot 4.—Freehold, Accommodation, and Building Land, situate in Ripe, nearly one acres; frontage, 190 feet; let at £5.

Solicitors, Messrs. Bell, Brodrick, & Gray, London.

(See advertisement, this week, p. 6.)

RESULT OF SALES.

The following were among the Lots Sold at Messrs. H. E. Foster & Cranfield's fortnightly sale of Reversions and Life Policies, at the Mart, E.C., on Thursday last:—

		£
REVERSIONS:		
Absolute to one-sixth of £6,755 12s. 2d. 2¾ per Cent. Consols; life aged 68	Sold	765
Absolute to £1,924 Midland Railway 2½ per Cent. Preferred Stock and £1,924 Midland Railway 2½ per Cent. Deferred Stock; life aged 50	"	1,825
LIFE POLICIES:		
For £2,000; life 79	"	2,720
For £1,005; life 47	"	520
For £3,000; life 46	"	710
For £5,000; life 46	"	110

Messrs. C. C. & T. Moore, on Thursday, at the Mart, disposed of various houses for £5,000. A house in Approach-road, Victoria-park, realized £360, and villa residences in Buckhurst-hill, £2,185. Six houses in Newnham-street, Spitalfields, sold for £2,520.

WINDING UP NOTICES.

London Gazette.—Friday, May 27.

JOINT STOCK COMPANIES.

Limited in Chancery.

Barry Dock and District Steam Laundry Co, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry March, 19, Mount Stuart sq, Cardiff. Ingledew & Sons, Cardiff, solors

Black Swan Gold Mine, Limited (In Liquidation)—Creditors are required, on or before August 22, to send their names and addresses, and the particulars of their debts and claims, to John William Woodthorpe, Leadenhall bldgs, Leadenhall st Williams & Neville, Winchester House, Old Broad st, solors for the liquidator

British Canadian Development Syndicate, Limited—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to H. St. John Hodges, Finsbury House, Blomfield st. Mayo & Co, 10, Draper's gdns, solors for the liquidator

Colonial Railway Construction Co, Limited—Creditors are required, on or before June 24, to send their names and addresses, and particulars of their debts and claims, to Joseph Shubrook, 9, Gracechurch st

Improved Electro Plating Co, Limited—By an order made by Wright, J, dated April 27, it was ordered that the voluntary winding up of the company be continued. F T Rushton, 14, New inn, Strand, solor for petner

J Fevez & Co, Limited—Creditors are required, on or before July 1, to send their names and addresses, and particulars of their debts and claims, to Cooper Corbidge, 19a, Coleman st

London and Cripple Creek Reduction Corporation, Limited—Petn for winding up, presented May 17, directed to be heard on June 8. G. Hy. Daniell, 4, Gt Winchester st, solor for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7

News Australian Syndicate, Limited—Creditors are required, on or before August 8, to send their names and addresses, and the particulars of their debts or claims, to John William Woodthorpe, Leadenhall bldgs, Leadenhall st. Williams & Neville, Old Broad st, solors to the liquidator

New Victoria Mansions Restaurant Co, Limited—Pet'n for winding up, presented May 25, directed to be heard on Wednesday, June 8. Helliwell, Harby, & Eversheld, 61, Carey st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7

Pentonville Stamping and Engineering Co, Limited—Petn for winding up, presented May 24, directed to be heard on Wednesday, June 8. Ward & Co, 7, King st, Cheapside, agents for Lane & Co, Birmingham, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7

Prince Steam Shipping Insurance Co, Limited—Creditors are required, on or before July 31, to send their names and addresses, and particulars of their debts or claims, to James Knott, Prudential Assurance bldgs, Newcastle on Tyne. Pybus & Son, Newcastle on Tyne, solors for liquidator

R N Cunningham & Co, Limited—North, J, has, by an order dated May 6, appointed Walter Francis Mills, 37, Walbrook, to be official liquidator in the place of Henry Newson Smith, deceased

Samoa Steamship Co, Limited—Creditors are required, on or before July 9, to send their names and addresses, and particulars of their debts or claims, to Arthur Herbert Crow, 3, Rumford pl, Liverpool Batesons & Co, Liverpool, solors to liquidator

Unlimited in Chancery.

Prince Steam Shipping Association—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to James Knott, Prudential Assurance bldgs, Newcastle on Tyne. Pybus & Son, Newcastle on Tyne, solors for liquidator

London Gazette.—Tuesday, May 31.

JOINT STOCK COMPANIES

Limited in Chancery.

A N Myers & Co, Limited—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to William Robert Taylor Carr

Arauco Co, Limited—Petn for winding up, presented May 26, directed to be heard on June 9. Budd & Co, 24, Austinfriars, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 8

"Benefactor" Steamship Cardiff Co, Limited—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Thomas Duncan, 55, James st, Cardiff. Moxon, Cardiff, solor to liquidator

Mosley Hotel, Limited—Petn for winding up, presented May 26, directed to be heard on June 9 Cunliffes & Davenport, 48, Chancery lane, agents for Bates & Jellicorse, Manchester, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 8

United Mines Ore Reduction Co, Limited—Petn for winding up, presented May 20, directed to be heard on June 8 Ashurst & Co, 17, Throgmorton avenue, solors to petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 3

County Palatine of Lancaster.

Limited in Chancery.

Clog Sole and Wood Fibre Co, Limited—Petn for winding up, presented May 28, directed to be heard at St. George's Hall, Liverpool, on Monday, June 13. Mather, 13, Harrington st, Liverpool, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 11

FRIENDLY SOCIETIES DISSOLVED.

Coventry General Reserve Sick Fund Friendly Society, White Horse Inn, Coventry, Warwick May 25

Portsmouth Division Royal Marines Sergeants' Death and Discharge Benefit Society, Forton, Gosport, Hants May 25

United Sisters Female Benefit Society, Headless Cross, Warwick May 25

West Somerset Friendly Society, Williton, Somerset May 25

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, May 13.

Aspland, John Lees, Manchester June 30 Butcher & Barlow, Bury

Barker, Philip, Willaston, nr Nantwich June 30 Darbishire & Co, Manchester

Barne, Lieut-Col Frederick St John Newdegate, Wangford, Suffolk June 24 Farrer & Co, Lincoln's inn fields

Bevan, The Rev David Barclay, Tunbridge Wells June 13 Bevan & King, Chancery lane

Bly, John Henry, Gt Yarmouth, Ironmonger June 27 Diver & Preston, Gt Yarmouth

Bonner, John George, Streatham, Solicitor June 10 Thorne & Welsford, Gracechurch st

Buckingham, John, Shaftesbury av June 24 Turner, Bedford row

Buckley, Robert Shaw, Mossley, York, Cotton Spinner June 15 Fletcher, Ashton under Lyne

Burne, Eliza Susanna, Charing Cross Hotel June 24 Wickings Smith & Son, Lincoln's inn fields

Cartwright, Helen Elizabeth, Blackheath June 15 Perkins & Weston, Gray's inn sq

Chapell, John, Plymouth June 20 Hooker & Co, Plymouth

Cole, Elizabeth, Southsea June 1 Soames & Co, Lincoln's inn fields

Corbie, Anne Hardcastle Haldane, Westbourne ter July 1 Thorowgood & Co, Copthall ct

Cottam, Elizabeth, Preston, Grocer June 6 Craven, Preston

Crawshay, Walter, Nievre, France June 17 A R & H Steel, College hill

Croft, Elizabeth Catharine, York June 11 Ware & Sons, York

Dalrymple, Mary, Withington, Lancs June 27 Hall & Co, Manchester

Dickenson, Benjamin, Huddersfield June 10 Brook, Huddersfield

Douie, William, Sevenoaks, Kent, Doctor June 17 Knocker & Co, Sevenoaks

Exeter, Hon Brownlow Henry George, Marquess of, Stamford, Lincoln July 1 Walfords, Bolton st, Piccadilly

Farndon, William, Edmd, Builder June 24 Ruston & Co, Brentford

Gale, John Weston Peters, Cheriton, Somerset June 10 Jones & Forrester, Malmesbury

Garton, Anne Jane, Southport June 25 Welsby & Smallshaw, Southport

Gross, Frederick, Bermondsey June 25 Irvine & Borrowman, Hart st, Mark la

Hackett, Martha, Warningcamp, nr Arundel, Sussex June 30 Riper & Co, Chichester

Hall, Maria Caroline, Liverpool June 13 Kelly, Liverpool

Halsall, Robert, St Helens, Lancs, Provision Dealer June 27 Thomas, St Helen

Hankinson, George, Barrow in Furness, Sawyer June 14 Taylor, Barrow in Furness

Hardcastle, William, Pendleton, nr Manchester June 6 Crofton & Co, Manchester

Hodson, Bridget, Aughton, nr Ormskirk June 14 Clarke & Co, Preston

Hodson, Thomas, Aughton, nr Ormskirk June 14 Clarke & Co, Preston

Hogg, James, North Rode, nr Congleton, Cheshire June 12 Symonds, Kettering

Holmes, William, Manchester July 11 Lawson & Co, Manchester

Hoyle, John, Rochdale May 24 Wiles & Thompson, Rochdale

Ihler, Elizabeth Harrison, Huyton, Lancs, June 15 Yates & Co, Liverpool

Irving, George, Kendal, Hotel Porter June 11 Watson & Chorley, Kendal

James, William, Denham, Bucks June 24 Woodbridge & Sons, Uxbridge

Jeens, Charles Henry, St Paul's rd, Camden sq, Historical Engraver June 22 Bond, Golden sq

Jennings, Elizabeth, Tunbridge Wells June 4 Jennings, Waltrook

Johnson, James, Carrington, Notts June 30 Watson & Co, Nottingham

Lambert, Elizabeth Brock, Tunbridge Wells June 8 Harris, Tonbridge

Lumley, Harriet, Brighton June 13 Bannister & Reynolds, Basinghall st

Mather, Elizabeth Anne, Handsworth June 24 Syrett, Finsbury pavt

Moore, John Paley, Ashford, Middlesex June 24 Wilde & Co, College hill

Myers, Maurice, Bayswater June 27 Robinson & Stannard, Eastcheap

Nightingale, Ruth, Blackburn June 13 Marriott, Blackburn

Pearson, Susannah, Sheffield July 6 Rodgers, Sheffield

Perry, Emily Clara, Highbury June 22 Douglas-Norman & Co, New court, Lincoln's inn

Rae, Catharine Amelia, Cheltenham June 8 Bubb & Co, Cheltenham

Roberts, Rev John Llewellyn, Spratton, Northampton June 1 Browne & Haviland, Northampton

Rooke, Edward, York June 11 Ware & Sons, York

Seager, George, Clacton on Sea May 31 Tiddeman & Enthoven, Finsbury sq

Shell, Charles, New Swindon, Wilts, Foreman June 10 Withy, New Swindon

Sibson, Sarah Mary, East Acton May 30 Quayle & Ouvry, Arundel st

Simmonds, Annesley Oliver Wesley, Bermondsey Aug 1 Turner & Co, King st

Sitlington, George Frederick, Stonehouse, Glos May 21 Croome & Co, Stroud

Sladen, Thomas Sutcliffe, Epsom June 11 Whitehouse & Etherington, Lincoln's inn fields

Smith, Abraham, Leeds, Farmer June 13 Arundel, Leeds

Smith, Frederick Heald, Manchester, Manufacturer June 30 Innes, Manchester

Sparks, Isaac, Camberwell June 13 Sparks & Blake, Crewkerne

Stiff, Herbert, Dover, Builder June 18 Stillwell & Harby, Dover

Thompson, Ellen Pearse, Sticklepath, Devon June 20 Chilcott & Chilcott, Tavistock

Tovey, Walter Henry, Upper Holloway, Pensioner June 15 Howard & Shelton, Tower chmbrs, Moorgate

Turner, Tom Dixon, Wakefield, Butcher July 1 Mander & Co, Wakefield

Vernon, Right Hon Harriet Frances Maria, Dowager Lady, Park st July 1 A & H White, Great Marlborough st

Whiten, Levi, Norton Cuckney, Nottingham, Foreman Mason June 10 Alcock, Mansfield

Wilkinson, Sarah, Leigh, Lancs May 26 Unsworth, Leigh

Williams, Richard, Llanrhwydrus, Anglesea, Farmer June 20 Pennington & Higson, Liverpool

Williamson, Thomas, Stalybridge, Chester, Grocer June 30 Innes, Manchester and Stalybridge

Wilson, Emma Lea, Leamington June 4 Jennings, Walbrook

Wynn, Anne Maria, St Leonard's on Sea June 24 H Clifford Gosnell & Tierney, Finsbury pvmnt

BANKRUPTCY NOTICES.

London Gazette.—Friday, May 27.

RECEIVING ORDERS.

Abrahams, Henry, Kingston upon Hull, Cycle Manufacturer Kingston upon Hull Pet May 23 Ord May 23

Albrecht, John Patrick, Walworth, Butcher High Court Pet May 6 Ord May 24

Aldous, Frank England, Norwood, Dealer in Antiquities High Court Pet May 24 Ord May 24

Allen, Thomas, Deeping St James, Lincs, Farmer Peterborough Pet May 23 Ord May 23

Atherton, William Upton, Biarritz, France High Court Pet March 31 Ord May 24

Atkinson, Walter, Pudsey, Yorks Bradford Pet May 23 Ord May 23

Bakewell, Charles Alfred, Walsall, Pursemaker Walsall Pet May 23 Ord May 23

Bradley, Charles, Ashton under Lyne, Grocer Ashton under Lyne Pet May 4 Ord May 23

Brookes, Henry Langham, Nether Worton, Oxford, Solicitor Oxford Pet May 24 Ord May 24

Carter, John, Smethwick, Staffs, Builder West Bromwich Pet May 23 Ord May 23

Cohen, David, Birmingham, Tailor Birmingham Pet May 24 Ord May 24

Cossins, Martin, Topcliffe, Yorks, Hay Dealer Northallerton Pet May 24 Ord May 24

Crowther, Clara, Cleckheaton, Yorks, Painter Bradford Pet May 21 Ord May 21

Deintje, Julius Adolph, Tottenham Court rd, Cabinet Maker High Court Pet May 6 Ord May 24

Evans, Henry, Merthyr Tydfil, Tailor Merthyr Tydfil Pet May 23 Ord May 23

Evans, Joseph, Llandilo Graban, Radnors, Farmer Hereford Pet May 24 Ord May 24

Freedman, Joseph, Cardiff, Cycle Manufacturer Cardiff Pet May 23 Ord May 23

Gibbens, E Mildred, Frimley, Farnborough High Court Pet March 31 Ord May 23

Griffiths, George Henry, sen, and George Henry Griffiths, jun, Newport, Builders Newport, Mon Pet May 23 Ord May 23

Griggs, Edward, Addlestone, Surrey, Baker Kingston, Surrey Pet May 25 Ord May 25

Gunn, Thomas, Bingham, Notts, Licensed Victualler Nottingham Pet May 6 Ord May 23

Gwilt, George, Wolverhampton, Brick Burner Wolverhampton Pet May 24 Ord May 25

Haylor, Frederick, Goudhurst, Kent, Baker Hastings Pet May 23 Ord May 23

Hewitt, John Thomas, and George Henry Hewitt, Bolton, Fish Salesmen Bolton Pet May 24 Ord May 24

Howe, Thomas, Abercarn, Mon, Provision Merchant Newport, Mon Pet May 11 Ord May 23

Hughes, John Trevor, Byrmbo, nr Wrexham, Butcher Wrexham Pet May 23 Ord May 23

James, Morris, Towyn, Merionetha, Builder Aberystwith Pet May 10 Ord May 24

Jos, Henry, Cardiff, Hay Dealer Cardiff Pet May 23 Ord May 23

Jones, Ernest Richard, Oxford, Scenic Artist Oxford Pet May 24 Ord May 24

JONES, PETER THOMAS, Birkenhead, Tobacconist Birkenhead Pet May 24 Ord May 24
LAMPARD, SAMUEL, Hollingbourne, Kent, Coal Merchant Maidstone Pet May 21 Ord May 21
LEE, WILLIAM FEARNLEY, Birstall, York, Travelling Draper Dewsbury Pet May 23 Ord May 23
LEE, WILLIAM STEPHEN, Gt Winchester st, Companies Secretary High Court Pet May 4 Ord May 25
LLOYD, WILLIAM, Llanrwst, Licensed Victualler Portmadoc Pet May 24 Ord May 24
LOCK, WILLIAM, Barnstaple, Bootseller Barnstaple Pet May 7 Ord May 24
LONG, JOHN, jun, Long Benton, Northumberland, Oil Dealer Newcastle on Tyne Pet May 23 Ord May 23
LOVELL, EDWIN, Beachampton, Bucks, Farmer Banbury Pet May 20 Ord May 20
LOVELL, GEORGE, Beachampton, Bucks, Farmer Banbury Pet May 20 Ord May 20
MARTIN, WALTER TOUT, Gt Winchester st High Court Pet May 6 Ord May 25
MEADOWCROFT, AGNES, Lancaster Preston Pet May 12 Ord May 23
MONKLEY, JOHN, Cardiff, Fish Merchant Cardiff Pet May 23 Ord May 23
MOODY, FREDERICK GEORGE, Gt Grimsby, Grocer Gt Grimsby Pet May 25 Ord May 25
MORELAND, CHARLES, Darlington, Forgeman Stockton on Tees Pet May 21 Ord May 21
MORETON, WILLIAM, Moulton, nr Northwich, Farmer Manchester Pet May 7 Ord May 23
MORRIS, WILLIAM, Coleford, Glos, Boot Manufacturer Newport, Mon Pet May 24 Ord May 24
NOCKS, GEORGE, Walsall, Baker Walsall Pet May 21 Ord May 21
NYBURG, JACQUES NATHAN, Hammersmith, Commercial Clerk High Court Pet May 3 Ord May 25
OSBORN, THOMAS, Kentish Town Leicester Pet May 23 Ord May 23
PARKIN, WILLIAM WATTS, Swansea Swansea Pet May 21 Ord May 21
PARRY, ADA, and FLORENCE PARRY, Aberdare, Milliners Aberdare Pet May 23 Ord May 23
RENDER, HENRY, Batley, York, Grocer Dewsbury Pet May 23 Ord May 23
ROBERTS, JOSEPH CRAMPTON, and WILLIAM HOTSON, Leeds, Wholesale Stationers Leeds Pet May 24 Ord May 24
SHAW, ALFRED, Rotherham, Brassworker Sheffield Pet May 23 Ord May 23
SAUNDERS, THOMAS, Dartmouth, Fruiterer Exeter Pet May 23 Ord May 23
SUMMERHILL, THOMAS HENRY, Rhyl, Surgeon Bangor Pet May 24 Ord May 24
TARBUCK, WILLIAM ROBERT, St Helens, Lancs, Baker Liverpool Pet May 23 Ord May 23
VON MEIEN, EMIL FRIEDRICH JULIUS HONDART ALEXANDER, Finchley, Warehouseman High Court Pet May 23 Ord May 23
WARD, ERNEST WARWICK, West Hampstead, Tailor High Court Pet May 25 Ord May 25
WEBB, EDWARD WILLIAM, Totterdown, Bristol, Butcher Bristol Pet May 23 Ord May 23
WILLIS, JAMES WILLIAM, Wroughton, Wilts, Draper Swindon Pet May 24 Ord May 24
WYATT, CHARLES, Balham, Wine Merchant High Court Pet May 23 Ord May 23
YATES, ARTHUR, Halifax, Waiter Halifax Pet May 24 Ord May 24
Amended notice substituted for that published in the London Gazette of May 10:
BAMES, SUSAN ANN, Plymouth Plymouth Pet May 7 Ord May 7
Amended notice substituted for that published in the London Gazette of May 24:
FULKES, CHARLES EDWARD, Wood Green, Paperhangings Dealer Edmonton Pet April 28 Ord May 19

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

ANDRADE, SOLOMON HYAM, Petherton rd, Canonbury, Stockbroker High Court Ord May 30, 1893 Adjud July 4, 1893 Resc and Annul, May 24

RECEIVING ORDER RESCINDED.

PRICE FRANK, Liverpool, Grocer Liverpool Ord Dec 1, 1897 Resc May 20, 1898

FIRST MEETINGS.

ALBRECHT, JOHN PATRICK, Walworth, Butcher June 3 at 12 Bankruptcy bldgs, Carey st
ALDOUS, FRANK ENGLAND, Norwood, Dealer in Antiquities June 3 at 2.30 Bankruptcy bldgs, Carey st
APTED, JOSEPH, Chiswick, Baker June 4 at 11.30 Off Rec, 95, Temple chmbrs, Temple av
ATKINSON, WALTER, Pudsey, Yorks June 6 at 12 Off Rec, 31, Manor row, Bradford
BIRKETT, GEORGE, Blackburn, Commission Agent June 10 at 2.30 Off Rec, 14, Chapel st, Preston
BLACK, SILAS, South Shields, Publichouse Manager June 6 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
BUCKLEY, GEORGE, Chadderton, Lancs, Machinist June 9 at 4 Off Rec, Bank chmbrs, Queen st, Oldham
BYRNE, ARTHUR EDWARD, Lower Edmonton, Grocer June 3 at 3 Off Rec, 95, Temple chmbrs, Temple av
CLOUDSDALE, JOSEPH, Kendal, Licensed Victualler June 11 at 12 Grosvenor Hotel, Stramongate, Kendal
CROWTHER, CLARA, Cleckheaton, Yorks June 6 at 11 Off Rec, 31, Manor row, Bradford
DAVIES, DANIEL, Pontypridd, Butter Merchant June 6 at 12 65, High st, Merthyr Tydfil
DRIESIJE, JULIUS ADOLPH, Tottenham Court rd, Cabinet Maker June 6 at 11 Bankruptcy bldgs, Carey st
DEWHURST, JOHN HENRY, and GEORGE LONGDEN, Sheffield June 3 at 2.30 Off Rec, Figtree ln, Sheffield
DUNN, ALICE SANDERS, Devonport, Refreshment House Keeper June 6 at 11 6, Athenæum ter, Plymouth
EATON, SAM, Sheffield, Monumental Mason June 3 at 2 Off Rec, Figtree ln, Sheffield
FIRTH, SIDNEY, Leeds, Hardware Factor June 6 at 11 Off Rec, 22, Park row, Leeds
FLACK, CHARLES WILLIAM, Stevenage, Hertford, Chemist June 6 at 12 Bankruptcy bldgs, Carey st
GIBBENS, E MILDRED, Bunley, Farnborough June 3 at 12 Bankruptcy bldgs, Carey st
HEWITT, JOHN, Lincoln, Decorative Painter June 7 at 12 Off Rec, Lincoln
HEWITT, JOHN THOMAS, and GEORGE HENRY HEWITT, Bolton, Fish Salesmen June 7 at 3 16, Wood st, Bolton
HORNIBLOW, FREEMAN, Weymouth, Butcher June 3 at 10.30 King's Arms Hotel, Dorchester
LAMPARD, SAMUEL, Hollingbourne, Kent, Coal Merchant June 8 at 11 Off Rec, 9, King st, Maidstone
LEE, WILLIAM STEPHEN, Gt Winchester st, Companies Secretary June 3 at 2.30 Bankruptcy bldgs, Carey st
LOCK, WILLIAM, Barnstaple, Bootseller June 4 at 11 King's Arms Hotel, Barnstaple
LOVELL, ROBERT CHARLES, Penzance, Potato Merchant June 7 at 12 Off Rec, Boscawen st, Truro
MARTIN, WILLIAM HENRY, Wallis Down, Dorsets, Baker June 15 at 11.30 Antelope Hotel, Poole
MILLMORE, JAMES, Shanklin, I of W, Coal Merchant June 6 at 11.30 19, Quay st, Newport, I of W
MILNES, ROBERT, Rochdale, Woolstapler June 7 at 11.15 Townhall, Rochdale
MOORING, THOMAS, Bedford, Corn Dealer June 4 at 11 Chamber of Commerce bldgs, 53, George st, Luton
MORGAN, JOHN, Talgarth, Brecon, Boot Dealer June 6 at 10 2, Offa st, Hereford
PATMORE, GEORGE HELLEN, Wickford, Essex, Grocer June 8 at 10 Shirehall, Chelmsford
PHILLIPS, RICHARD JAMES, Pembroke, Innkeeper June 4 at 11 Off Rec, 4, Queen st, Carmarthen
RENNIE, WALLACE, Oldham, Journalist June 9 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
RIDSDALE, THOMAS HENRY, Beckenham, Kent June 3 at 11.30 24, Railway app, London bridge
ROGERS, ALFRED JOSEPH, Sittingbourne, Kent, Coal Merchant June 6 at 11.30 115, High st, Rochester
SAUNDERS, THOMAS, Torquay, Fruiterer June 16 at 10.45 Off Rec, 13, Bedford circus, Exeter
SCOLES, JOSEPH, Southwark st, Solicitor June 3 at 2.30 Bankruptcy bldgs, Carey st
SELLARS, RODGER, Shafton Two Gates, Coal Miner June 9 at 10.30 Off Rec, Regent st, Barnsley
SUTTON, THOMAS, Landport, Coal Dealer June 3 at 3 Off Rec, Cambridge junct, High st, Portsmouth
TAYLOR, JOHN ALBERT, Egremont, Cheshire June 6 at 12 Off Rec, 35, Victoria st, Liverpool
TERRY, ELIJAH, Barnsley, Joiner June 9 at 10.15 Off Rec, Regent st, Barnsley
WALDEN, E J EDWIN, Beer ln, Provision Dealer June 6 at 11 Bankruptcy bldgs, Carey st
WILBY, GEORGE, Ossett, Yorkshire, Rag Merchant June 3 at 3.30 Off Rec, Bank chmbrs, Batley
WILLIAMS, SYDNEY HENRY, Brynmawr, Grocer June 7 at at 12 65, High st, Merthyr Tydfil
WIMBLE, FREDERICK JOHN, Mincing ln June 3 at 1 Bankruptcy bldgs, Carey st
WOMACK, GEORGE, Grimethorpe, nr Barnsley, Farmer June 9 at 10 Off Rec, Regent st, Barnsley
WYATT, CHARLES, Regent's Park, Wine Merchant June 3 at 11 Bankruptcy bldgs, Carey st
YATES, ARTHUR, Halifax, Waiter June 14 at 11 Off Rec, Townhall chmbrs, Halifax
Amended notice substituted for that published in the London Gazette of May 17:
TIMMINS, SAMUEL RICHARD, Derby, Draper's Manager June 1 at 11.30 Antelope Hotel, Poole

ADJUDICATIONS.

ABRAHAMS, HENRY, Kingston upon Hull, Cycle Manufacturer Kingston upon Hull Pet May 23 Ord May 23
ALLEN, THOMAS, Deeping St James, Lincs, Farmer Peterborough Pet May 23 Ord May 23
ANDREWS, HENRY THOMAS, Stroud, Glos, Innkeeper Gloucester Pet May 24 Ord May 24
ATKINSON, WALTER, Pudsey, Yorks Bradford Pet May 23 Ord May 24
BAKEWELL, CHARLES ALFRED, Walsall, Pursemaker Walsall Pet May 23 Ord May 23
BOULDEN, WILLIAM, Boughton under Blean, Kent, Wheelwright Canterbury Pet April 29 Ord May 25
BROWN, JOSEPH, Croydon, Butcher High Court Pet April 14 Ord May 20
CARTER, JOHN, Smethwick, Staffs, Builder West Brom Pet May 23 Ord May 23
CHIVERS, GEORGE JAMES, Islington Builder High Court Pet April 28 Ord May 20
CORAM, ARTHUR JOHN, Sutton, Guildford, Farmer Guildford Pet March 19 Ord May 25
COSSINS, MARTIN, Topcliffe, Yorks, Hay Dealer Northallerton Pet May 24 Ord May 24
CROWTHER, CLARA, Cleckheaton, Yorks, Painter Bradford Pet May 21 Ord May 21
DAVIES, DAVID, Barry Dock, nr Cardiff, Grocer Cardiff Pet May 16 Ord May 16
DAY, THOMAS, ROBERT BURD, and EDWARD HYDE LEE, Monument bldgs, Fruit Brokers High Court Pet May 18 Ord May 24
DEWHURST, JOHN HENRY, and GEORGE LONGDEN, Sheffield Sheffield Pet April 25 Ord May 25
ERWOOD, WILLIAM LEYCESTER, Putney, Advertising Agent Wandsworth Pet May 13 Ord May 21
EVANS, HENRY, Merthyr Tydfil, Tailor Merthyr Tydfil Pet May 23 Ord May 23
EVANS, JOSEPH, Llandilo Graban, Farmer Hereford Pet May 24 Ord May 24
FOX, SAMUEL CRANE, Upper Clapton High Court Pet April 15 Ord May 24
FREEDMAN, JOSEPH, Cardiff, Cycle Manufacturer Cardiff Pet May 23 Ord May 23
FULKES, CHARLES EDWARD, Wood Green, Paperhangings dealer Edmonton Pet April 28 Ord May 23
GILDER, SAMUEL, Commercial rd, Cigar Maker High Court Pet April 27 Ord May 23
GRIFFITHS, GEORGE HENRY, sen, and GEORGE HENRY GRIFFITHS, jun, Newport, Builders Newport, Mon Pet May 21 Ord May 25
GUNN, THOMAS, Bingham, Notts, Licensed Victualler Nottingham Pet May 6 Ord May 24
GWILT, GEORGE, Wolverhampton, Brick Burner Wolverhampton Pet May 24 Ord May 25
HAYLOR, FREDERICK, Goudhurst, Kent, Baker Hastings Pet May 21 Ord May 23
HENDERY, WILLIAM, East Clevedon, Somerset, Seed Factor Bristol Pet May 13 Ord May 23
HEWITT, JOHN THOMAS, and GEORGE HENRY HEWITT, Bolton, Fish Salesman Bolton Pet May 24 Ord May 24
HOWE, THOMAS, Abercarn, Provision Merchant Newport, Mon Pet May 11 Ord May 25
HUGHES, JOHN TREVOR, Brymbo, nr Wrexham, Butcher Wrexham Pet May 23 Ord May 23
JOB, HENRY, Cardiff, Hay Dealer Cardiff Pet May 23 Ord May 23
JONES, ERNEST RICHARD, Oxford, Scenic Artist Oxford Pet May 24 Ord May 24
JONES, PETER THOMAS, Birkenhead, Tobacconist Birkenhead Pet May 24 Ord May 24
LAMPARD, SAMUEL, Hollingbourne, Kent, Coal Merchant Maidstone Pet May 20 Ord May 21
LEE, WILLIAM FEARNLEY, Birstall, York, Travelling Draper Dewsbury Pet May 23 Ord May 23
LEVENE, EDWARD, Pall Mall, Furniture Dealer High Court Pet April 4 Ord May 24
LLOYD, WILLIAM, Llanrwst, Licensed Victualler Portmadoc Pet May 23 Ord May 24
LONG, JOHN, jun, Long Benton, Northumberland, Oil Dealer Newcastle on Tyne Pet May 23 Ord May 23
LOVELL, EDWIN, Beachampton, Bucks, Farmer Banbury Pet May 20 Ord May 24
LOVELL, GEORGE, Beachampton, Bucks, Farmer Banbury Pet May 19 Ord May 24
MENDELSOHN, JULIUS, High Holborn, Tailor High Court Pet May 10 Ord May 24
MONKLEY, JOHN, Cardiff, Fish Merchant Cardiff Pet May 23 Ord May 23
MOODY, FREDERICK GEORGE, Gt Grimsby, Grocer Gt Grimsby Pet May 24 Ord May 25
MORELAND, CHARLES, Darlington, Forgeman Stockton on Tees Pet May 20 Ord May 21
MORRIS, WILLIAM, Coleford, Glos, Boot Manufacturer Newport, Mon Pet May 24 Ord May 24
NOCKS, GEORGE, Walsall, Baker Walsall Pet May 21 Ord May 21
OSBORN, THOMAS, Kentish Town Leicester Pet May 23 Ord May 23
PARKIN, WILLIAM WATTS, Swansea Swansea Pet May 21 Ord May 23
PARRY, ADA, and FLORENCE PARRY, Aberdare, Milliners Aberdare Pet May 23 Ord May 23
RENDER, HENRY, Batley, York, Grocer Dewsbury Pet May 23 Ord May 23
SAUNDERS, THOMAS, Dartmouth, Fruiterer Exeter Pet May 23 Ord May 23
SCHOFIELD, ALBERT, Pontypridd, Butcher Pontypridd Pet May 18 Ord May 23
SHAW, ALFRED, Rotherham, Yorks, Brass Worker Sheffield Pet May 23 Ord May 23
SPOONER, R A, Whittlesford, Cambs. Cambridge Pet April 14 Ord May 24
SUMMERHILL, THOMAS HENRY, Rhyl, Surgeon Bangor Pet May 24 Ord May 24
SUTTON, THOMAS, Landport, Hants, Coal Dealer Portsmouth Pet April 29 Ord May 23
TAYLOR, JOHN ALBERT, Egremont, Cheshire Birkenhead Pet May 12 Ord May 25
WALKER, ALBERT ARTHUR, Ossett, York, Cabinet Maker Dewsbury Pet April 29 Ord May 21
WEBB, EDWARD WILLIAM, Totterdown, Bristol, Butcher Bristol Pet May 23 Ord May 25
YATES, ARTHUR, Halifax, Waiter Halifax Pet May 24 Ord May 24
YEATES, JOSEPH, Clifton, Working Gardener Bristol Pet May 17 Ord May 25
Amended notice substituted for that published in the London Gazette of May 10:
BAMES, SUSAN ANN, Plymouth Plymouth Pet May 7 Ord May 7

ADJUDICATION ANNULLED.

PRICE, FRANK, Liverpool, Grocer Liverpool Adjud Dec 30, 1897 Annul May 20

London Gazette.—TUESDAY, May 31.

RECEIVING ORDERS.

ABBOTT, THOMAS, Harrogate, Yorks, Farm Labourer York Pet May 26 Ord May 26
ADLETT, ARTHUR ROBERT, Cardiff, Grocer Cardiff Pet May 26 Ord May 26
BENNETT, HENRY JAMES, Camborne, Cornwall, Farmer Truro Pet May 19 Ord May 28
BLENKHORN, THOMAS, Kendal, Cattle Dealer Kendal Pet May 26 Ord May 26
CARPENTER, JAMES CLEVERLEY, Cardiff Cardiff Pet May 25 Ord May 25
CHAPMAN, GEORGE, Kingston upon Hull, Joiner Kingston upon Hull Pet May 26 Ord May 26
DAVIES, EDWARD, Boodle, Lancs, Grocer Liverpool Pet May 7 Ord May 25
DEANE, WILLIAM HENRY, Carlisle, Painter Carlisle Pet May 27 Ord May 27
DOUGLAS, ROBERT CHARLES, Sale, Chester, Commission Agent Manchester Pet May 27 Ord May 27
FARR, WILLIAM, Stratford upon Avon, Baker Warwick Pet May 23 Ord May 23
FRITH, MARK, Sheffield, Saw Grinder Sheffield Pet May 27 Ord May 27
GRAHAM, WALTER, Buckingham st, Strand, Architect High Court Pet April 27 Ord May 27
GREEN, ALEXANDER, Newton, Manchester Manchester Ord May 24
HARRIS, FREDERICK WILLIAM, Dudley, Confectioner Dudley Pet May 14 Ord May 26
HAWKES, GASCOIGNE, Swansea, Solicitor Swansea Pet April 21 Ord May 27
HIRTH, CARL, Barbican, Manufacturer High Court Pet May 12 Ord May 27
JAMES, RICHARD PAYNE, Newlyn in Paul, Cornwall, Grocer Truro Pet May 27 Ord May 27
OWEN, DAVID, Ashton under Lyne Ashton under Lyne Pet May 25 Ord May 25
REID, EDMUND JOHN JAMES, Herne, Kent, Licensed Victualler Canterbury Pet May 26 Ord May 26

SCHOLES, ROGER WARD, Bolton, Wholesale Clothier Bolton Pet May 26 Ord May 26
SCHOLLER, WILLIAM, Manchester Engineer Manchester Pet May 26 Ord May 26
SOWERBY, JOSEPH, Denholme nr Bradford, Farmer Bradford Pet May 26 Ord May 26
STONE, WILLIAM HENRY, St Agnes, Cornwall, General Merchant Truro Pet May 27 Ord May 27
UNDERWOOD, ARTHUR, Luton, Straw Hat Manufacturer Luton Pet May 26 Ord May 26
WELLER, A CECIL, Westbourne-park, Accountant High Court Pet May 5 Ord May 26
YOUNG, JOHN WILLARD, South Kensington, Company Promoter High Court Pet March 19 Ord May 26

FIRST MEETINGS.

ABRAHAMS, HENRY, Kingston upon Hull, Cycle Manufacturer June 7 at 11 Off Rec, Trinity House ln, Hull
ATHERTON, WILLIAM UPTON, Biarritz, France June 7 at 12 Bankruptcy bldgs, Carey st
BAKEWELL, CHARLES ALFRED, Walsall, Pursemaker June 8 at 10.30 Off Rec, Walsall
BARTLETT, FRANK, Dover, Sausage Manufacturer June 9 at 9.30 Off Rec, 73, Castle st, Canterbury
BISHOP, ABRAHAM, Chartham, Kent, Butcher June 9 at 9 Off Rec, 73, Castle st, Canterbury
BOULDEN, WILLIAM, Boughton under Blean, Kent, Wheelwright June 9 at 9.45 Off Rec, 73, Castle st, Canterbury
BRADLEY, CHARLES, Ashton under Lyne, Grocer June 8 at 2.30 Off Rec, Byrom st, Manchester
EDWARDS, WILLIAM ARTHUR, Bloxwich, Tailor's Manager June 8 at 11.30 Off Rec, Walsall
EVANS, DANIEL, Lampeter, Cardigans, Blacksmith June 8 at 3 Off Rec, 4, Queen st, Carmarthen
FARR, WILLIAM, Stratford upon Avon, Baker June 8 at 1.30 County Court Offices, Jury st, Warwick
GREEN, ALEXANDER, Newton, Manchester June 10 at 3.30 Off Rec, Byrom st, Manchester
HATLEY, CHARLES CLIFFORD, Rotherfield, Sussex, Baker June 9 at 12.15 Mr Parris, 65, High st, Tunbridge Wells
HAYLOR, FREDERICK, Goudhurst, Kent, Baker June 7 at 3.30 Young & Sons', Bank bldgs, Hastings
JAMES, RICHARD PAYNE, Newlyn in Paul, Cornwall, Grocer June 9 at 12 Off Rec, Boscawen st, Truro
LLOYD, WILLIAM, Llanrwst, Denbigh, Licensed Victualler June 7 at 1.30 Market Hall, Blaenau Festiniog
MARTIN, WALTER TOUT, Gt Winchester st June 7 at 12 Bankruptcy bldgs, Carey st
MORETON, WILLIAM, Over Tabley, nr Knutsford June 10 at 2.30 Off Rec, Byrom st, Manchester
NIELD, THOMAS, Sandbach, Cheshire, Cabinet Maker June 7 at 11 Off Rec, 23, King Edward st, Macclesfield
NOCKS, GEORGE, Walsall, Baker June 8 at 11 Off Rec, Walsall
NYBURG, JACQUES NATHAN, Hammersmith, Commercial Clerk June 7 at 2.30 Bankruptcy bldgs, Carey st
OWEN, DAVID, Ashton under Lyne June 8 at 3.30 Off Rec, Byrom st, Manchester
PIPER, GEORGE, Kensington, Wardrobe Dealer June 8 at 2.30 Bankruptcy bldgs, Carey st
REEVES, JOHN HENRY, Cheadle, Cattle Dealer June 7 at 10.30 Off Rec, King st, Newcastle under Lyne
REUKAUFF, ERNEST HENRY, and THOMAS HENRY JAMES, Dover, Furniture Dealers June 9 at 9.15 Guildhall, Canterbury
SCHOLLER, WILLIAM, Manchester, Engineer June 10 at 3 Off Rec, Byrom st, Manchester
SHAVER, J, Old Jewry, Mining Engineer June 8 at 12 Bankruptcy bldgs, Carey st
SHAW, ALFRED, Rotherham, Brass Worker June 10 at 2 Off Rec, Figtree lane, Sheffield
VON MEIEN, EMIL FRIEDRICH JULIUS HONDART ALEXANDER, Finchley, Warehouseman June 10 at 12 Bankruptcy bldgs, Carey st
WEBB, EDWARD WILLIAM, Totterdown, Bristol, Butcher June 8 at 11.30 Off Rec, Baldwin st, Bristol
WILKINS, SYDNEY WILLIAM, Highbury, Stockbroker June 9 at 12 Bankruptcy bldgs, Carey st
YENDELL & BAILEY, Marylebone, Estate Agents June 9 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALBRECHT, JOHN PATRICK, Walworth, Butcher High Court Pet May 6 Ord May 25
BLENKHORN, THOMAS, Kendal, Cattle Dealer Kendal Pet May 25 Ord May 26
CHAPMAN, GEORGE, Kingston upon Hull, Joiner Kingston upon Hull Pet May 26 Ord May 26
DRANE, WILLIAM HENRY, Carlisle, Painter Carlisle Pet May 27 Ord May 27
DOUGLAS, ROBERT CHARLES, Sale, Chester, Commission Agent Manchester Pet May 27 Ord May 27
FRITH, MARK, Sheffield, Saw Grinder Sheffield Pet May 26 Ord May 27
HATLEY, CHARLES CLIFFORD, Rotherfield, Sussex, Baker Tunbridge Wells Pet May 20 Ord May 25
JAMES, MORRIS, Towyn, Merionethis, Builder Aberystwith Pet May 6 Ord May 26
LAMOND, CORDELIA WARDE, Covent Garden High Court Pet April 21 Ord May 25
LOCK, WILLIAM, Barnstaple, Bootseller Barnstaple Pet May 7 Ord May 27
MORETON, WILLIAM, Over Tabley, nr Knutsford Manchester Pet May 7 Ord May 26
NORRINGTON, THOMAS, Broomfield, Essex, Builder Chelmsford Pet April 27 Ord May 24
OWEN, DAVID, Ashton under Lyne Ashton under Lyne Pet May 25 Ord May 25
REID, EDMUND JOHN JAMES, Herne, Kent, Licensed Victualler Canterbury Pet May 25 Ord May 26
ROUSELL, ROBERT, Merriott, Somersets, Implement Agent Yeovil May 6 May 25
SCHOLES, ROGER WARD, Bolton, Wholesale Clothier Bolton Pet May 26 Ord May 26
SCHOLLER, WILLIAM, Manchester, Engineer Manchester Pet May 26 Ord May 26
SOWERBY, JOSEPH, Denholme, nr Bradford, Farmer Bradford Pet May 23 Ord May 26
TYDEMAN, JOSEPH, Waltham Cross, Hertford, Auctioneer Edmonton Pet March 25 Ord May 25
WALSH, JOHN LAWRENCE, Liverpool, Company Promoter Liverpool Pet May 26 Ord June 16
WIGLEY, ARTHUR, and HARRY ARTHUR AULTON WIGLEY, Nottingham, Commission Agents Nottingham Pet April 15 Ord May 26

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On WEDNESDAY, the 15th JUNE, 1898, at Seven o'clock p.m. precisely.

JOSEPH ADDISON, Esq., in the Chair.

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J. T. SCOTT, *Secretary.*

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